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7 Attorneys for Plaintiffs
ATR-KIM ENG FINANCIAL CORPORATION
8 and ATR-KIM ENG CAPITAL PARTNERS,
INC.
9

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF SAN MATEO
12 UNLIMITED JURISDICTION

13
14
15 ATR-KIM ENG FINANCIAL
16 CORPORATION and ATR-KIM ENG
CAPITAL PARTNERS, INC.,

17 Plaintiffs,

18 v.

19 HUGO BONILLA, MONICA ARANETA,
20 and DOES 1-25,

21 Defendants.
22
23
24
25
26
27
28

FILED
SAN MATEO COUNTY

FEB 2 2007

Clerk of the Superior Court
By  DEPUTY CLERK

No.

CV 460691

COMPLAINT TO SET ASIDE
FRAUDULENT TRANSFER, ANNUL
OBLIGATION AND FOR DAMAGES

1 Plaintiffs ATR-Kim Eng Financial Corporation and ATR-Kim Eng Capital Partners,
2 Inc. ("Plaintiffs") allege as follows:

3
4 **PARTIES**

5 1. Plaintiffs are corporations headquartered in the Philippines.

6 2. Plaintiffs are informed and believe and thereon allege that Defendant Monica
7 Araneta is an individual, residing principally in the Philippines with a residence in San
8 Mateo County, California. Her name appears as the recent transferee of a parcel of real
9 property known as 1605 Wedgewood Drive, Hillsborough, California, discussed more fully
10 below.

11 3. Plaintiffs are informed and believe and thereon allege that Defendant Hugo
12 Bonilla, is an individual residing in Alameda County, California.

13 4. Plaintiffs are ignorant of the true names and capacities of defendants sued as
14 Does 1 through 25, inclusive, and therefore sue those defendants by fictitious names.
15 Plaintiffs will amend this Complaint to allege the Doe Defendants' true names and capacities
16 when ascertained. Plaintiffs are informed and believe and thereon allege that each of these
17 fictitiously named defendants is legally responsible in some manner for the actions herein
18 alleged, that each was acting as agent of and in concert with the others, and that Plaintiffs'
19 damages were proximately caused by their conduct.

20
21 **JURISDICTION AND VENUE**

22 5. Jurisdiction is proper in this Court pursuant to Code of Civil Procedure
23 Sections 86 and 88 because the amount in controversy is in excess of this Court's
24 jurisdictional minimum.

25 6. Venue is proper in this Court pursuant to Code of Civil Procedure Section 392
26 because the real property that is the subject of this action is located in San Mateo County,
27 California.
28

FACTUAL BACKGROUND**A. The Delaware Judgment.**

7. In or about June 2004, Plaintiffs commenced litigation in the Delaware Court of Chancery against Carlos Araneta, Defendant Hugo Bonilla and others, alleging breach of fiduciary duties and other causes of action. The lawsuit related to a Delaware holdings company controlled by Carlos Araneta in which Plaintiffs were minority shareholders and of which Defendant Hugo Bonilla was one of the directors.

8. The case went to trial in August 2006. On or about December 21, 2006, the Delaware trial court issued a lengthy memorandum opinion, finding that Defendant Hugo Bonilla, Carlos Araneta and a third individual had breached their respective fiduciary duties to Plaintiffs and indicating that it would award Plaintiffs millions of dollars in damages.

9. On or about January 11, 2007, a final judgment was recorded against Defendant Hugo Bonilla, Carlos Araneta and the third individual in the amount of \$24,490,422.50, plus post-judgment interest. (The award included an additional amount for attorneys' fees and costs against Carlos Araneta individually.) A certified copy of that final judgment (the "Delaware Judgment") is attached hereto as Exhibit A.

10. As a result of the Delaware Judgment, Plaintiffs have a right to payment from Defendant Hugo Bonilla in the amount of the Judgment set forth above, plus post-judgment interest and costs.

11. To date, neither the whole nor any part of the Delaware Judgment has been paid to Plaintiffs, either by Defendant Hugo Bonilla or by any of his co-debtors.

B. The Hillsborough Property.

12. On or about January 27, 2003, Defendant Hugo Bonilla became record owner of a one-third interest in a parcel of real property located in San Mateo County, State of California, known as 1605 Wedgewood Drive, Hillsborough, California, (hereinafter the "Wedgewood Drive Property") and more particularly described as follows:

- San Mateo County Assessor's Parcel Number 038-074-010; and

- “Lot 9, AS SHOWN ON THAT CERTAIN MAP ENTITLED, ‘CRYSTAL SPRINGS MAP NO. 1-A, HILLSBOROUGH, SAN MATEO COUNTY, CALIFORNIA’, FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, ON AUGUST 15, 1947, IN BOOK 27 OF MAPS AT PAGE(S) 45, 46, 47 AND 48.”

13. At the same time, two other individuals—Maritza Aberouette and Conseulo Araneta—also acquired record ownership of one-third interests in the Wedgewood Drive Property as tenants-in-common with Defendant Hugo Bonilla. Plaintiffs are informed and believe and thereon allege that Conseulo Araneta is Carlos Araneta’s wife.

14. Documents recorded in the San Mateo County Recorder’s Office show that, by means of an Individual Grant Deed recorded on or about May 13, 2005, Maritza Aberouette and Consuelo Araneta transferred full ownership of the Wedgewood Drive property to Defendant Hugo Bonilla.

15. Documents recorded in the San Mateo County Recorder’s Office also reveal that, by virtue of an Interspousal Transfer Grant Deed recorded on May 13, 2005, Defendant Hugo Bonilla’s wife, Michelle Bonilla, conveyed all rights, title and interests in the property to Defendant Hugo Bonilla, as his sole and separate property.

16. On or about January 8, 2007, *less than three weeks* after the Delaware trial court issued its Memorandum Opinion and just days before that opinion was reduced to a final judgment, Defendant Hugo Bonilla signed a “Grant Deed” transferring the Wedgewood Drive Property to Defendant Monica Araneta. The transaction was recorded with the Recorder’s Office of the County of San Mateo on or about January 9, 2007, in Instrument Number 2007-003707, attached hereto as Exhibit B and incorporated by reference herein. As noted in the Grant Deed, the transfer was for consideration of “*less than \$100*” (emphasis added).

17. According to public records maintained by the Tax Collector of San Mateo County, the Wedgewood Drive Property has a net value of over \$3.6 million.

18. Plaintiffs are informed and believe and thereupon allege that Defendant Monica

1 Araneta is the daughter of Carlos Araneta and that therefore she is effectively an "insider."

2 19. The transfer of the Wedgewood Drive Property from Defendant Hugo Bonilla to
3 Defendant Monica Araneta was not disclosed to Plaintiffs.

4 20. The transfer of the Wedgewood Drive Property from Defendant Hugo Bonilla to
5 Defendant Monica Araneta occurred after Defendant Bonilla had been sued in Delaware
6 state court and while the parties were awaiting final judgment on that action.

7 21. Plaintiffs are informed and believe and thereon allege that at the time of or
8 shortly after the transfer of the Wedgewood Drive Property, Defendant Hugo Bonilla was
9 insolvent in that, at fair valuations, the sum of his debts was greater than his assets.

10 22. The transfer of the Wedgewood Drive Property from Defendant Hugo Bonilla to
11 Defendant Monica Araneta occurred shortly after Defendant Bonilla was given notice that he
12 owed Plaintiffs million of dollars and that final judgment was about to be entered against
13 him in an amount exceeding \$24 million.

14 23. As a result of the Wedgewood Drive Property from Defendant Hugo Bonilla to
15 Defendant Monica Araneta, Plaintiffs have been harmed in an amount to be determined at
16 trial.

17
18 **FIRST CAUSE OF ACTION**
19 **(To Set Aside Fraudulent Conveyance And For Damages Against**
20 **All Defendants; For Punitive Damages Against Defendant Bonilla**
21 **And Does 1-25)**

22 24. Plaintiffs incorporate by reference all of the allegations set forth in Paragraphs 1
23 through 23, herein.

24 25. Plaintiffs are informed and believe and thereon allege that in transferring in the
25 Wedgewood Drive Property to Defendant Monica Araneta, Defendant Hugo Bonilla
26 intended to hinder, delay or defraud Plaintiffs—the creditors—in their efforts to collect on
27 the Delaware Judgment.

28 26. Plaintiffs are informed and believe and thereon allege that Does 1-25 assisted
Defendant Hugo Bonilla in his efforts to hinder, delay or defraud Plaintiffs in their efforts to

1 collect on the Delaware Judgment.

2 27. As a proximate result of the wrongful acts of the Defendants, Plaintiffs have been
3 damaged in an amount subject to proof at trial.

4 28. At all times relevant herein, Defendants Hugo Bonilla and Does 1-25 knew of
5 Plaintiffs' claim against Defendant Hugo Bonilla and knew that claim could be satisfied, at
6 least in part, out of the sale of the Wedgewood Drive Property. Notwithstanding this
7 knowledge, these Defendants have acted in bad faith, and with an oppressive, fraudulent
8 and/or malicious intent to injure Plaintiffs, entitling Plaintiffs to an award of punitive
9 damages.

10
11 **SECOND CAUSE OF ACTION**
12 **(To Set Aside Fraudulent Conveyance And For Damages Against**
13 **All Defendants; For Punitive Damages Against Defendant Bonilla**
14 **And Does 1-25)**

15 29. Plaintiffs incorporate by reference all of the allegations set forth in Paragraphs 1
16 through 23, herein.

17 30. Plaintiffs are informed and believe and thereon allege that Defendant Hugo
18 Bonilla did not receive, and that Defendant Monica Araneta did not pay, reasonably
19 equivalent value for the transfer of the Wedgewood Drive Property, and that the transfer
20 served no legitimate business purpose. Plaintiffs are further informed and believe and
21 thereon allege that the consideration reflected on the Grant Deed—"less than \$100"—is far
22 below the real worth of the property.

23 31. Plaintiffs are informed and believe and thereon allege that if Defendant Monica
24 Araneta was aware that Wedgewood Drive Property had been transferred to her, she knew or
25 reasonably should have known that the transfer was not for reasonably equivalent value and
26 served no legitimate business purpose.

27 32. Plaintiffs are informed and believe and thereon allege that, at the time of the
28 transfer of the Wedgewood Drive Property from Defendant Hugo Bonilla to Defendant
Monica Araneta, Defendant Bonilla believed or reasonably should have believed that he had

1 incurred or would incur debts to Plaintiffs beyond his ability to pay (i.e., the Delaware
2 Judgment).

3 33. Plaintiffs are informed and believe and thereon allege that Does 1-25 assisted
4 Defendant Hugo Bonilla in his efforts to transfer the Wedgewood Drive Property to
5 Defendant Monica Araneta for an unreasonable amount of consideration and, in so doing,
6 knew that Defendant Bonilla had incurred or would incur debts to Plaintiffs beyond his
7 ability to pay (i.e., the Delaware Judgment).

8 34. As a proximate cause of the wrongful acts of the Defendants, Plaintiffs have been
9 damaged in an amount subject to proof at trial.

10 35. At all times relevant herein, Defendants Hugo Bonilla and Does 1-25 knew of
11 Plaintiffs' claim against Defendant Hugo Bonilla and knew that claim could be satisfied, at
12 least in part, out of the sale of the Wedgewood Drive Property. Notwithstanding this
13 knowledge, these Defendants have acted in bad faith, and with an oppressive, fraudulent
14 and/or malicious intent to injure Plaintiffs, entitling Plaintiffs to an award of punitive
15 damages.

16
17 **THIRD CAUSE OF ACTION**
18 **(To Set Aside Fraudulent Conveyance And For Damages Against**
19 **All Defendants; For Punitive Damages Against Defendant Bonilla**
20 **And Does 1-25)**

21 36. Plaintiffs incorporate by reference all of the allegations set forth in Paragraphs 1
22 through 23, herein.

23 37. Plaintiffs' right to payment against Defendant Hugo Bonilla, whether or not
24 reduced to a final judgment, arose before Defendant Bonilla transferred the Wedgewood
25 Drive Property to Defendant Monica Araneta.

26 38. Plaintiffs are informed and believe and thereon allege that Defendant Hugo
27 Bonilla did not receive reasonably equivalent value in exchange for the transfer of the
28 Wedgewood Drive Property to Defendant Monica Araneta, and that the transfer served no
legitimate business purpose. Plaintiffs are informed and believe and thereon allege that the

1 consideration reflected on the Grant Deed—"less than \$100"—is far below the real worth of
2 the property.

3 39. At the time of or as a result of the transfer of the Wedgewood Drive Property,
4 Defendant Hugo Bonilla was insolvent, in that the sum of his debts, at fair valuations,
5 exceeded the sum of his assets.

6 40. Plaintiffs are informed and believe and thereon allege that Does 1-25 assisted
7 Defendant Hugo Bonilla in his efforts to transfer the Wedgewood Drive Property to
8 Defendant Monica Araneta at a time when he was or was about to become insolvent.

9 41. As a proximate cause of the wrongful acts of all Defendants, Plaintiffs have been
10 damaged in an amount subject to proof at trial.

11 42. At all times relevant herein, Defendants Hugo Bonilla and Does 1-25 knew of
12 Plaintiffs' claim against Defendant Hugo Bonilla and knew that claim could be satisfied, at
13 least in part, out of the sale of the Wedgewood Drive Property. Notwithstanding this
14 knowledge, the Defendants have acted in bad faith, and with an oppressive, fraudulent
15 and/or malicious intent to injure Plaintiffs, entitling Plaintiffs to an award of punitive
16 damages.

17
18 **FOURTH CAUSE OF ACTION**
19 **(Conspiracy Against Defendant Hugo Bonilla and Does 1-25)**

20 43. Plaintiffs incorporate by reference all of the allegations set forth in Paragraphs 1
21 through 23, herein.

22 44. Does 1-25 were aware that Defendant Hugo Bonilla planned to hinder, delay and
23 defraud Plaintiffs by transferring the Wedgewood Drive Property to Defendant Monica
24 Araneta under the circumstances set forth above. Does 1-25 agreed with Defendant Hugo
25 Bonilla and intended that the transfer be committed.

26 45. Defendants Hugo Bonilla and Does 1-25 did the acts and things alleged herein
27 pursuant to, and in furtherance of, the conspiracy and agreement above.

28 46. As a proximate result of the wrongful acts herein alleged Plaintiffs have been

1 damaged in an amount subject to proof at trial.

2 47. At all times mentioned herein, Defendants Hugo Bonilla and Does 1-25 knew of
3 Plaintiffs' claim against Defendant Hugo Bonilla and knew that Plaintiffs' claim could be
4 satisfied out of the proceeds of sale of Wedgewood Drive Property. Notwithstanding this
5 knowledge, these Defendants have acted in bad faith, and with an oppressive, fraudulent
6 and/or malicious intent to injure Plaintiffs, entitling Plaintiffs to an award of punitive
7 damages.

8
9 **FIFTH CAUSE OF ACTION**
10 **(Injunctive Relief Under Code of Civil Procedure §§526-527**
Against All Defendants)

11 48. Plaintiffs incorporate by reference all of the allegations set forth in Paragraphs 1
12 through 23, herein.

13 49. Plaintiffs are informed and believe and thereon allege that a primary source for
14 satisfaction of the Delaware Judgment against Defendant Hugo Bonilla lies in the proceeds
15 of sale of the Wedgewood Drive Property. That property has been fraudulently transferred
16 to Defendant Monica Araneta. At present there is nothing to prevent Defendant Monica
17 Araneta, Defendant Hugo Bonilla or Does 1-25 from secreting or dissipating any proceeds
18 from a sale or other disposition of the Property.

19 50. Such acts, unless enjoined, will cause Plaintiffs great or irreparable injury for
20 which they have no adequate remedy at law.

21
22 **PRAYER**

23 WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

24 1. That the transfer of the real property known as 1605 Wedgewood Drive,
25 Hillsborough, California from Defendant Hugo Bonilla to Defendant Monica Araneta, be set
26 aside and declared void as to the Plaintiffs herein to the extent necessary to satisfy Plaintiffs'
27 claim in the sum of \$24,490,422.50, plus post-judgment interest at the legal rate since entry
28 of the Delaware Judgment and other recoverable costs of enforcement;

1 2. That the property known as 1605 Wedgewood Drive, Hillsborough, California in
2 the hands of Defendant Monica Araneta be attached in accordance with the provisions of
3 Section 481.010 through 493.060 of the Code of Civil Procedure.

4 3. That Defendant Monica Araneta be restrained from disposing of the property
5 known as 1605 Wedgewood Drive, Hillsborough, California unless and until the sum of
6 \$24,490,422.50, plus post-judgment interest and other recoverable costs has been paid to
7 Plaintiffs, or Plaintiffs' rights to the property or proceeds thereof have been fully
8 adjudicated;

9 4. That a preliminary injunction be granted enjoining and restraining all Defendants
10 and their representatives, attorneys, and agents from selling, transferring, conveying, or
11 otherwise disposing of the property known as 1605 Wedgewood Drive, Hillsborough,
12 California, and proceeds thereof;

13 5. That an order pendente lite be granted enjoining and restraining all Defendants
14 and their representatives, attorneys, servants, and agents from selling, transferring,
15 conveying, assigning, or otherwise disposing of any of the property known as 1605
16 Wedgewood Drive, Hillsborough, California;

17 6. That the judgment herein be declared a lien on the property transferred;

18 7. That an order be made declaring that Defendants hold the property known as
19 1605 Wedgewood Drive, Hillsborough, California, in trust for Plaintiffs;

20 8. That all Defendants be required to account to Plaintiffs for all profits and
21 proceeds earned from or taken in exchange for the property known as 1605 Wedgewood
22 Drive, Hillsborough, California;

23 9. For compensatory damages in a sum to be proved at trial;

24 10. For exemplary or punitive damages;

25 11. For costs of suit;

26 12. For attorneys' fees as allowed by law and equity; and
27
28

1 13. For such other and further relief as the Court deems just and proper.

2
3 February 2, 2007.

4 Respectfully,

5 MICHAEL J. BAKER
6 MATTHEW L. BELTRAMO
7 HOWARD RICE NEMEROVSKI CANADY
8 FALK & RABKIN
9 A Professional Corporation

10 By: 

11 MATTHEW L. BELTRAMO

12 Attorneys for Plaintiffs ATR-KIM ENG
13 FINANCIAL CORPORATION and ATR-KIM
14 ENG CAPITAL PARTNERS, INC.

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HOWARD
RICE
NEMEROVSKI
CANADY
FALK
& RABKIN
A Professional Corporation

Case # 07J-01-184 M-23-381

ATR-KIM ENG FINANCIAL CORPORATION
AND ATR-KIM ENG CAPITAL PARTNERS, INC.
vs

CARLOS R. ARANETA, HUGO BONILLA, LIZA BERENGUER

STATE OF DELAWARE)
)SS.
NEW CASTLE COUNTY)

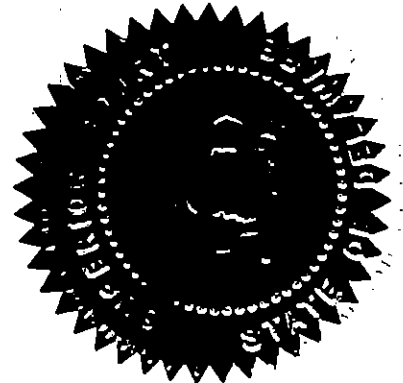
I, Sharon Agnew, Prothonotary of the Superior Court of the State of Delaware, in and for New Castle County, do hereby certify that the foregoing contains a true copy of:

07J-01-184 M-23-381 *AND THE UNDERLYING
DOCKET ENTRIES AS RECORDED ON 01/11/2007.

in the case there stated as the same now remains of record in the Superior Court of the State, at Wilmington.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the seal of the said Court this
25TH day of JANUARY A.D. 2007.

Sharon Agnew
Prothonotary

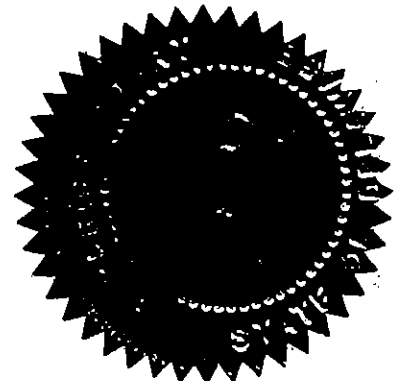


STATE OF DELAWARE)
)SS.
NEW CASTLE COUNTY)

I, Richard R Cooch, Resident Judge of the Superior Court in and for New Castle County of the said State, do hereby certify that the foregoing record and attestation made by Sharon Agnew, Prothonotary of the said Court, whose name is hereto subscribed, and to which the seal of said Court is affixed, are in due form and made by the proper officer.

IN TESTIMONY WHEREOF, I hereunto set my hand this 25TH day of JANUARY A.D. 2007.

Richard R Cooch
Resident Judge

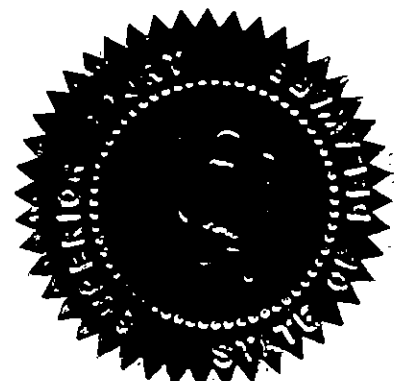


STATE OF DELAWARE)
)SS.
NEW CASTLE COUNTY)

I, Sharon Agnew, Prothonotary of the Superior Court of the State of Delaware, in and for New Castle County, do certify that the Honorable Richard R. Cooch, by whom the foregoing attestation was made, and whose name is hereto subscribed; was at the time of making thereof and still is Resident Judge of Superior Court of New Castle County of the said State, duly commissioned and sworn, to all whose acts as such, full faith and credit are, and ought to be, given, as well in Courts of Justice as elsewhere.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the seal of the said Court this
25TH day of JANUARY A.D. 2007.

Sharon Agnew
Prothonotary



COPY



GRANTED

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE
IN AND FOR NEW CASTLE COUNTY

ATR-KIM ENG FINANCIAL CORPORATION,
and ATR-KIM ENG CAPITAL PARTNERS, INC.,

Plaintiffs,

v.

CARLOS R. ARANETA, HUGO BONILLA,
LIZA BERENGUER AND MARITES VICENTE,

Defendants,

and

PMHI HOLDINGS CORPORATION,
(f/k/a LBC GLOBAL CORPORATION),
a Delaware corporation,

Nominal Defendant.

Civil Action No. 489-N

FILED
PROTHONOTARY
2007 JAN 11 AM 10:55

FINAL ORDER OF JUDGMENT

For the reasons set forth in the December 21, 2006 post-trial Memorandum Opinion in the captioned matter, which found in favor of plaintiffs (collectively "ATR") on each fiduciary claim asserted, IT IS HEREBY ORDERED as follows:

1. Having been found jointly and severally liable for their breaches of fiduciary duty, judgment is entered against defendants Carlos R. Araneta, Hugo Bonilla and Liza Berenguer in the amount of \$24,490,422.50 (representing a damages award of \$3.922 million plus pre-judgment interest from August 17, 1999 through January 10, 2007 at an annual rate of 25% compounded monthly).

CERTIFIED AS A TRUE COPY
ATTEST: SHARON AGNEW
PROTHONOTARY
BY *[Signature]*

2. In light of his egregious misconduct both before and during the litigation of this matter, judgment is also entered against defendant Carlos R. Araneta in the additional amount of \$863,059.89 (representing an award of the attorneys' fees, costs and expenses ATR incurred in prosecuting this action).

3. Post-judgment interest on these awards shall accrue at an annual rate of 11.25%, and judgment is entered against the defendants for all such interest that accrues between the date of this Order and the date on which they make full payment of the amounts due hereunder. Carlos R. Araneta is also ordered to pay all future fees, costs and expenses incurred by ATR in enforcing this Order.

151 Leo E. Strine Jr.
Leo E. Strine, Jr.,
Vice Chancellor

Dated: January 10, 2007

2007 JAN 11 AM 10:55
FILED
PROTHONOTARY
CLERK
AS A TRUE COPY:
ATTEST:

REGISTER IN CHANCERY

By Shirley K. [Signature]

077-01-184 M-43-382

SUPERIOR COURT - NEW CASTLE COUNTY
AS OF 01/25/2007

PAGE

1

07J-01-184

FILED January 11, 2007

JUDGE:

STATUS: NEW E-FILED:

JUDGMENTS - CHANCERY COURT

NON ARBITRATION

NON-JURY TRIAL

MARGOLIN STEVEN T.

ATR-KIM ENG FINANCIAL CORPORATION
AND ATR-KIM ENG CAPITAL PARTNERS, INC

-- VS --

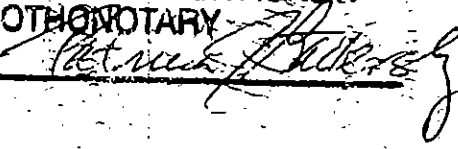
CARLOS R. ARANETA

HUGO BONILLA

LIZA BERENGUER

01/11/2007

1 JUDGMENT FILED 01/11/07. M-23-381 CHANCERY
FILED BY STEVEN T MARGOLIN, ESQ.

CERTIFIED AS A TRUE COPY
ATTEST: SHARON AGNEW
PROTHONOTARY
BY 

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

MONICA ARANETA
1605 WEDGEWOOD DRIVE
HILLSBOROUGH, CA 94010

MAIL TAX STATEMENTS TO:

MONICA ARANETA
1605 WEDGEWOOD DRIVE
HILLSBOROUGH, CA 94010

APN: 038-074-010

2007-003707

02:14pm 01/09/07 DE Fee: 30.00

Count of pages 2

Recorded in Official Records

County of San Mateo

Warren Slocum

Assessor-County Clerk-Recorder



* 2 0 0 7 0 0 0 3 7 0 7 A R *

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

GRANT DEED

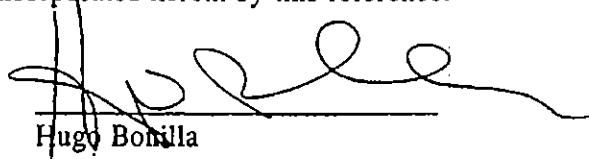
THE UNDERSIGNED GRANTOR(S) DECLARE(S)
DOCUMENTARY TRANSFER TAX IS \$ -0-

Consideration less than \$100

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, HUGO BONILLA, a married man, as his sole and separate property, hereby GRANT(S) to MONICA ARANETA, the real property commonly known as 1605 Wedgewood Drive, Hillsborough, County of San Mateo, State of California, and more particularly described as follows:

See Exhibit "A" attached hereto and incorporated herein by this reference.

Dated: 1-8-2007

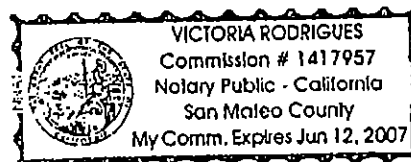

Hugo Bonilla

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN MATEO)

On this 8 day of January in the year 2007, before me, Victoria Rodriguez, a Notary Public in and for said State, personally appeared Hugo Bonilla, personally known to me (or proved on the basis of satisfactory evidence) to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Victoria Rodriguez
NOTARY PUBLIC IN AND FOR SAID STATE



FOR NOTARY SEAL OR STAMP

MAIL TAX STATEMENTS AS DIRECTED ABOVE

EXHIBIT 'A'

Description:

The land referred to herein is situated in the State of California, County of San Mateo, Town of Hillsborough, and is described as follows:

LOT 9, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "CRYSTAL SPRINGS MAP NO. 1-A, HILLSBOROUGH, SAN MATEO COUNTY, CALIFORNIA", FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, ON AUGUST 15, 1947, IN BOOK 27 OF MAPS AT PAGE(S) 45, 46, 47 AND 48.

AP No.: 038-074-010 JPN: 038-007-074-01

EXHIBIT 2

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Michael J. Baker (56492) Matthew L. Beltramo (184796) Howard Rice Nemerovski Canady Falk & Rabkin Three Embarcadero Center, 7th Floor San Francisco, California 94111 TELEPHONE NO.: (415) 434-1600 FAX NO.: (415) 217-5910 ATTORNEY FOR (Name): ATR-Kim Eng Financial Corp. & ATR-Kim		FOR COURT USE ONLY RECEIVED FEB - 2 2007 CLERK OF THE SUPERIOR COURT SAN MATEO COUNTY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Mateo (Southern Branch) STREET ADDRESS: 400 County Center MAILING ADDRESS: CITY AND ZIP CODE: Redwood City, CA 94063 BRANCH NAME: Southern Branch		
CASE NAME: ATR-Kim Eng Financial Corp. & ATR-Kim Eng Capital Partners, Inc. v. Hugo Bonilla, Monica Araneta and Does 1-25		
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000)	<input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	
Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)		CASE NUMBER: CM 460691 JUDGE: DEPT:

Items 1-5 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input checked="" type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
---	--	--

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Type of remedies sought (check all that apply):
 a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify): Five (5)
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: February 2, 2007

Matthew L. Beltramo (No. 184796)

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed in sanctions).
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

CM-010

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET**To Plaintiffs and Others Filing First Papers**

If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 5 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. You do not need to submit a cover sheet with amended papers. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Complex Cases

In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES**Auto Tort**

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) *(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)*

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability *(not asbestos or toxic/environmental)* (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) *(not civil harassment)* (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice *(not medical or legal)*
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease Contract *(not unlawful detainer or wrongful eviction)*
Contract/Warranty Breach—Seller Plaintiff *(not fraud or negligence)*
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage *(not provisionally complex)* (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property *(not eminent domain, landlord/tenant, or foreclosure)*

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) *(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)*

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor
Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400-3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims *(arising from provisionally complex case type listed above)* (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment *(non-domestic relations)*
Sister State Judgment
Administrative Agency Award *(not unpaid taxes)*
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint RICO (27)

Other Complaint *(not specified above)* (42)
Declaratory Relief Only
Injunctive Relief Only *(non-harassment)*
Mechanics Lien
Other Commercial Complaint Case *(non-tort/non-complex)*
Other Civil Complaint *(non-tort/non-complex)*

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition *(not specified above)* (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief from Late Claim
Other Civil Petition

**SUMMONS
(CITACION JUDICIAL)**

SUM-100

NOTICE TO DEFENDANT:**(AVISO AL DEMANDADO):** **ARANETA**

Hugo Bonilla, Monica Bonilla, and Does 1-25

YOU ARE BEING SUED BY PLAINTIFF:**(LO ESTÁ DEMANDANDO EL DEMANDANTE):**ATR-Kim Eng Financial Corporation and ATR-Kim Eng
Capital Partners, Inc.FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

FILED
SAN MATEO COUNTY

FEB 2 2007

Clerk of the Superior Court
By [Signature] DEPUTY CLERK

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.courtinfo.ca.gov/selfhelp/espanol/), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.courtinfo.ca.gov/selfhelp/espanol/) o poniéndose en contacto con la corte o el colegio de abogados locales.

The name and address of the court is:

(El nombre y dirección de la corte es):

San Mateo County Superior Court
400 County CenterCASE NUMBER:
(Número del Caso):

460691

Redwood City, CA 94063

Southern Branch

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Michael J. Baker (56492) Matthew L. Beltramo (184796) (415) 434-1600

Howard Rice Nemerovski Canady Falk & Rabkin

Three Embarcadero Center, 7th Floor

San Francisco, California 94111

DATE:

FEB 2 2007

JOHN C. FITTON

Clerk, by

Deputy

(Fecha)

(Secretario)

(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

NOTICE TO THE PERSON SERVED: You are served

1. ☒ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

3. ☐ on behalf of (specify):

- under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):

4. ☐ by personal delivery on (date):

Page 1 of 1

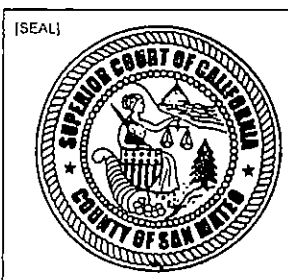


EXHIBIT 4

AFFIDAVIT OF PERSONAL DELIVERY

ATR - Kim Eng et al **FILED**
VS **SAN MATEO COUNTY**
Ango Bonilla, et al **FEB 2 2007**
BY **Clerk of the Superior Court**
DEPUTY CLERK CASE # 460691

DOCUMENTS:

ENDORSED FILED COPIES OF COMPLAINT, SUMMONS, NOTICE OF CASE MANAGEMENT CONFERENCE AND ADR PACKET INFORMATION.

I declare under penalty of perjury that I delivered back to the customer; a true copy of the foregoing documents. Executed on the above file date at the Hall of Justice and Records in Redwood City, CA 94063.

BY: **M. JAVILLONAR**
Deputy Court Clerk

1 MICHAEL J. BAKER (No. 56492)
Email: mbaker@howardrice.com
2 MATTHEW L. BELTRAMO (No. 184796)
Email: mbeltramo@howardrice.com
3 HOWARD RICE NEMEROVSKI CANADY
FALK & RABKIN
4 A Professional Corporation
Three Embarcadero Center, 7th Floor
5 San Francisco, California 94111-4024
Telephone: 415/434-1600
6 Facsimile: 415/217-5910

7 Attorneys for Plaintiffs
ATR-KIM ENG FINANCIAL CORPORATION
8 and ATR-KIM ENG CAPITAL PARTNERS,
INC.

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF SAN MATEO
12 UNLIMITED JURISDICTION

13 ATR-KIM ENG FINANCIAL
14 CORPORATION and ATR-KIM ENG
CAPITAL PARTNERS, INC.,

15 Plaintiffs,

16 v.

17 HUGO BONILLA, MONICA ARANETA,
18 and DOES 1-25,

19 Defendants.
20
21
22
23
24
25
26
27
28

2007-018718 CONF

08:12am 02/06/07 NP Fee: 19.00

Count of pages 5

Recorded in Official Records

County of San Mateo

Warren Slocum

Assessor-County Clerk-Recorder



* 2 0 0 7 0 0 1 8 7 1 8 A R *

FILED
SAN MATEO COUNTY

FEB 06 2007

Clerk of the Superior Court
By DEPUTY CLERK

No. CIV 460691

NOTICE OF PENDENCY OF REAL
PROPERTY CLAIM (LIS PENDENS)
(Code Civil Proc. §§405.20, et seq.)

1 NOTICE IS HEREBY GIVEN THAT a Complaint To Set Aside Fraudulent Transfer,
2 Annul Obligation and For Damages entitled *ATR-Kim Eng Financial Corporation and ATR-*
3 *Kim Eng Capital Partners, Inc. v. Hugo Bonilla, Monica Araneta, and Does 1-25* (San
4 Mateo County Superior Court Action No. CIV 460691) was filed on February 2, 2007, and
5 is now pending in the Superior Court of California, County of San Mateo. The parties to the
6 action include ATR-Kim Eng Financial Corporation and ATR-Kim Eng Capital Partners,
7 Inc., as Plaintiffs, and Hugo Bonilla, Monica Araneta, and Does 1-25 as Defendants, and all
8 persons unknown, claiming any right, title or interest in the subject property, or any cloud on
9 title to the Property.

10 The above-captioned action involves a real property claim affecting certain real
11 property that is situated in San Mateo County, California, United States of America,
12 commonly known as 1605 Wedgewood Drive, Hillsborough, California (San Mateo County
13 Assessor's Parcel Number 038-074-010; Joint Plant Number 038-007-074-01a) and more
14 particularly described as follows:

15 Lot 9, as shown on that certain map entitled "CRYSTAL SPRINGS MAP
16 NO. 1-A, HILLSBOROUGH, SAN MATEO COUNTY, CALIFORNIA",
17 filed in the office of the recorder of the County of San Mateo, State of
California, on August 15, 1947, in Book 27 of Maps at page(s) 45, 46, 47,
and 48.

18 An object of this action is to set aside and void a recent transfer of title in the above-
19 described property as being the product of a fraudulent conveyance.

20 February 5, 2007.

21 Respectfully,

22 HOWARD RICE NEMEROVSKI CANADY
23 FALK & RABKIN
A Professional Corporation

24 By: 
25 MATTHEW L. BELTRAMO

26 Attorneys for Plaintiffs ATR-KIM ENG
27 FINANCIAL CORPORATION and ATR-KIM
28 ENG CAPITAL PARTNERS, INC.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

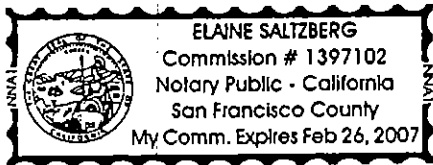
County of San Francisco

On Feb. 5, 2007 before me, Elaine Saltzberg Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
 personally appeared Matthew L. Bettramo
Name(s) of Signer(s)

☐ personally known to me

☒ (or proved to me on the basis of satisfactory evidence)

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Place Notary Seal Above

Elaine Saltzberg
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Notice of Pendency of Real Property Claim

Document Date: 2/5/07 Number of Pages: 2

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

**RIGHT THUMBPRINT
OF SIGNER**
Top of thumb here

Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

**RIGHT THUMBPRINT
OF SIGNER**
Top of thumb here

PROOF OF SERVICE

I, Susan Garvey, declare: I am a resident of the State of California and over the age of eighteen years and not a party to the within-entitled action; my business address is Three Embarcadero Center, Seventh Floor, San Francisco, California 94111-4024 (San Francisco County). On February 5, 2007, I served the following document(s) described as **NOTICE OF PENDENCY OF REAL PROPERTY CLAIM (LIS PENDENS)** (Code Civil Proc. §§405.20, *et seq.*):

- ☐ by transmitting via facsimile the document(s) listed above to the fax number(s) set forth below on this date before 5:00 p.m.
- ☒ by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at San Francisco, California addressed to the parties set forth below, via registered mail, return receipt requested.
- ☐ by transmitting via email the document(s) listed above to the email address(es) set forth below on this date before 5:00 p.m.
- ☐ by placing the document(s) listed above in a sealed Federal Express envelope and affixing a pre-paid air bill, and causing the envelope to be delivered to a Federal Express agent for delivery.
- ☐ by personally delivering the document(s) listed above to the person(s) at the address(es) set forth below.

Hugo Bonilla
1605 Wedgewood Drive
Hillsborough, CA 94010

Hugo Bonilla
36611 Sequoia Court
Newark, CA 94560

Hugo Bonilla
c/o LBC Mundial Corporation
362 East Grand Avenue
South San Francisco, CA 94080

Monica Araneta
1605 Wedgewood Drive
Hillsborough, CA 94010

Monica Araneta
48-A McKinley Road
Forbes Park, Makati City, 1219
Philippines

Carlos R. Araneta
1605 Wedgewood Drive
Hillsborough, CA 94010

Carlos Araneta
48-A McKinley Road
Forbes Park, Makati City, 1219
Philippines

Consuelo Araneta
48-A McKinley Road
Forbes Park, Makati City, 1219
Philippines

Consuelo Araneta
1605 Wedgewood Drive
Hillsborough, CA 94010

Maritza Aberouette
c/o MNB Holdings Corporation
3060 16th Street
San Francisco, CA 94103

1 Maritza Aberouette
2 170 Yorkshire Court
3 San Bruno, CA 94066

Michelle Bonilla
36611 Sequoia Court
Newark, CA 94560

4 North American Title Company
5 2121 El Camino Real, Bldg. B-205
6 San Mateo, CA 94403

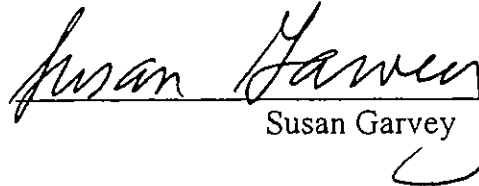
Richard D. Allen
Thomas W. Briggs, Jr.
1201 North Market Street
P.O. Box 1347
Wilmington, DE 19801
*(Attorneys for Carlos R. Araneta and
Hugo Bonilla)*

7 Preferred Financial Group, Inc.
8 (dba Preferred Financial Services)
9 112 Park Place
10 Millbrae, California 94030
11 Attn: Loan #2902959

Warren Slocum
County Assessor
555 County Center
Redwood City, CA 94063

12 I am readily familiar with the firm's practice of collection and processing
13 correspondence for mailing with the United States Postal Service. Under that practice it
14 would be deposited with the U.S. Postal Service on that same day with postage thereon fully
15 prepaid in the ordinary course of business. I am aware that on motion of the party served,
16 service is presumed invalid if postal cancellation date or postage meter date is more than one
17 day after date of deposit for mailing in affidavit.

18 I declare under penalty of perjury under the laws of the State of California that the
19 foregoing is true and correct. Executed at San Francisco, California on February 5, 2007.

20
21
22
23
24
25
26
27
28

Susan Garvey

HOWARD
RICE
NEMEROVSKI
CANADY
FALK
& RABKIN
A San Francisco Corporation

EXHIBIT 6

1 MICHAEL J. BAKER (No. 56492)
Email: mbaker@howardrice.com
2 MATTHEW L. BELTRAMO (No. 184796)
Email: mbeltramo@howardrice.com
3 HOWARD RICE NEMEROVSKI CANADY
FALK & RABKIN
4 A Professional Corporation
Three Embarcadero Center, 7th Floor
5 San Francisco, California 94111-4024
Telephone: 415/434-1600
6 Facsimile: 415/217-5910

7 Attorneys for Plaintiffs
ATR-KIM ENG FINANCIAL CORPORATION
8 and ATR-KIM ENG CAPITAL PARTNERS,
INC.

9
10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 COUNTY OF SAN MATEO

12 UNLIMITED JURISDICTION

FILED
SAN MATEO COUNTY

FEB 09 2007

Clerk of the Superior Court

By [Signature]
DEPUTY CLERK

HOWARD
RICE
NEMEROVSKI
CANADY
FALK
& RABKIN

13
14
15 ATR-KIM ENG FINANCIAL
16 CORPORATION and ATR-KIM ENG
CAPITAL PARTNERS, INC.,

17 Plaintiffs,

18 v.

19 HUGO BONILLA, MONICA ARANETA,
20 and DOES 1-25,

21 Defendants.

No. CIV 460691

NOTICE OF PENDENCY OF REAL
PROPERTY CLAIM (LIS PENDENS)
(Code Civil Proc. §§405.20, et seq.)

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 2 Annul Obligation and For Damages entitled *ATR-Kim Eng Financial Corporation and ATR-*
 3 *Kim Eng Capital Partners, Inc. v. Hugo Bonilla, Monica Araneta, and Does 1-25* (San
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 5 is now pending in the Superior Court of California, County of San Mateo. The parties to the
 6 action include ATR-Kim Eng Financial Corporation and ATR-Kim Eng Capital Partners,
 7 Inc., as Plaintiffs, and Hugo Bonilla, Monica Araneta, and Does 1-25 as Defendants, and all
 8 persons unknown, claiming any right, title or interest in the subject property, or any cloud on
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10 The above-captioned action involves a real property claim affecting certain real
 11 property that is situated in San Mateo County, California, United States of America,
 12 commonly known as 1605 Wedgewood Drive, Hillsborough, California (San Mateo County
 13 Assessor's Parcel Number 038-074-010; Joint Plant Number 038-007-074-01a) and more
 14 particularly described as follows:

15 Lot 9, as shown on that certain map entitled "CRYSTAL SPRINGS MAP
 16 NO. 1-A, HILLSBOROUGH, SAN MATEO COUNTY, CALIFORNIA",
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22 February 5, 2007.

23 Respectfully,

24 HOWARD RICE NEMEROVSKI CANADY
 25 FALK & RABKIN
 26 A Professional Corporation

27 By: 
 28 MATTHEW L. BELTRAMO

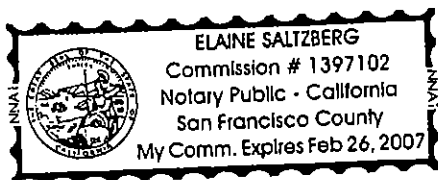
Attorneys for Plaintiffs ATR-KIM ENG
 FINANCIAL CORPORATION and ATR-KIM
 ENG CAPITAL PARTNERS, INC.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San FranciscoOn Feb. 5 2007 before me, Elaine Saltzberg Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")personally appeared Matthew L. Beltramo
Name(s) of Signer(s)☐ personally known to me☒ (or proved to me on the basis of satisfactory evidence)

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Place Notary Seal Above

Elaine Saltzberg
Signature of Notary Public
OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached DocumentTitle or Type of Document: Notice of Pendency of Real Property ClaimDocument Date: 2/5/07 Number of Pages: 2

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

**RIGHT THUMBPRINT
OF SIGNER**
Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

**RIGHT THUMBPRINT
OF SIGNER**
Top of thumb here

PROOF OF SERVICE

I, Susan Garvey, declare: I am a resident of the State of California and over the age of eighteen years and not a party to the within-entitled action; my business address is Three Embarcadero Center, Seventh Floor, San Francisco, California 94111-4024 (San Francisco County). On February 5, 2007, I served the following document(s) described as **NOTICE OF PENDENCY OF REAL PROPERTY CLAIM (LIS PENDENS)** (Code Civil Proc. §§405.20, *et seq.*):

- ☐ by transmitting via facsimile the document(s) listed above to the fax number(s) set forth below on this date before 5:00 p.m.
- ☒ by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at San Francisco, California addressed to the parties set forth below, via registered mail, return receipt requested.
- ☐ by transmitting via email the document(s) listed above to the email address(es) set forth below on this date before 5:00 p.m.
- ☐ by placing the document(s) listed above in a sealed Federal Express envelope and affixing a pre-paid air bill, and causing the envelope to be delivered to a Federal Express agent for delivery.
- ☐ by personally delivering the document(s) listed above to the person(s) at the address(es) set forth below.

Hugo Bonilla
1605 Wedgewood Drive
Hillsborough, CA 94010

Hugo Bonilla
36611 Sequoia Court
Newark, CA 94560

Hugo Bonilla
c/o LBC Mundial Corporation
362 East Grand Avenue
South San Francisco, CA 94080

Monica Araneta
1605 Wedgewood Drive
Hillsborough, CA 94010

Monica Araneta
48-A McKinley Road
Forbes Park, Makati City, 1219
Philippines

Carlos R. Araneta
1605 Wedgewood Drive
Hillsborough, CA 94010

Carlos Araneta
48-A McKinley Road
Forbes Park, Makati City, 1219
Philippines

Consuelo Araneta
48-A McKinley Road
Forbes Park, Makati City, 1219
Philippines

Consuelo Araneta
1605 Wedgewood Drive
Hillsborough, CA 94010

Maritza Aberouette
c/o MNB Holdings Corporation
3060 16th Street
San Francisco, CA 94103

1 Maritza Aberouette
2 170 Yorkshire Court
3 San Bruno, CA 94066

Michelle Bonilla
36611 Sequoia Court
Newark, CA 94560

4 North American Title Company
5 2121 El Camino Real, Bldg. B-205
6 San Mateo, CA 94403

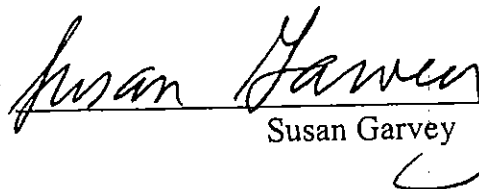
Richard D. Allen
Thomas W. Briggs, Jr.
1201 North Market Street
P.O. Box 1347
Wilmington, DE 19801
(Attorneys for Carlos R. Araneta and
Hugo Bonilla)

7 Preferred Financial Group, Inc.
8 (dba Preferred Financial Services)
9 112 Park Place
10 Millbrae, California 94030
11 Attn: Loan #2902959

Warren Slocum
County Assessor
555 County Center
Redwood City, CA 94063

12 I am readily familiar with the firm's practice of collection and processing
13 correspondence for mailing with the United States Postal Service. Under that practice it
14 would be deposited with the U.S. Postal Service on that same day with postage thereon fully
15 prepaid in the ordinary course of business. I am aware that on motion of the party served,
16 service is presumed invalid if postal cancellation date or postage meter date is more than one
17 day after date of deposit for mailing in affidavit.

18 I declare under penalty of perjury under the laws of the State of California that the
19 foregoing is true and correct. Executed at San Francisco, California on February 5, 2007.

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Susan Garvey

HOWARD
RICE
NEMEROVSKI
CANADY
FALK
& RABKIN
Attorneys at Law

[Rev. 02/23/03]

PLEASE COMPLETE THIS INFORMATION

RECORDING REQUESTED BY:

Matthew L. Beltramo

WHEN RECORDED MAIL TO:

Howard Rice Nemerovski Canady
Falk & Rabkin
3 Embarcadero Center, 7th Floor
San Francisco, CA 94111-4024

2007-021476

02:14pm 02/09/07 NP Fee: 28.00

Count of pages 8

Recorded in Official Records

County of San Mateo

Warren Slocum

Assessor-County Clerk-Recorder



* 2 0 0 7 0 0 2 1 4 7 6 A R *

(THIS SPACE FOR RECORDER'S USE ONLY)

Supplemental proof of service of Notice of Pendency of Real
Property Claim

Being re-recorded to ADD
corrected proof of service

8/

1 MICHAEL J. BAKER (No. 56492)
Email: mbaker@howardrice.com
2 MATTHEW L. BELTRAMO (No. 184796)
Email: mbeltramo@howardrice.com
3 HOWARD RICE NEMEROVSKI CANADY
FALK & RABKIN
4 A Professional Corporation
Three Embarcadero Center, 7th Floor
5 San Francisco, California 94111-4024
Telephone: 415/434-1600
6 Facsimile: 415/217-5910

7 Attorneys for Plaintiffs
ATR-KIM ENG FINANCIAL CORPORATION
8 and ATR-KIM ENG CAPITAL PARTNERS,
INC.

9
10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF SAN MATEO
12 UNLIMITED JURISDICTION

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HOWARD
RICE
NEMEROVSKI
CANADY
FALK
& RABKIN
A Professional Corporation

15 ATR-KIM ENG FINANCIAL
16 CORPORATION and ATR-KIM ENG
CAPITAL PARTNERS, INC.,

17 Plaintiffs,

18 v.

19 HUGO BONILLA, MONICA ARANETA,
20 and DOES 1-25,

21 Defendants.

No. CIV 460691

SUPPLEMENTAL PROOF OF SERVICE
OF NOTICE OF PENDENCY OF REAL
PROPERTY CLAIM

PROOF OF SERVICE

I, Susan Garvey, declare: I am a resident of the State of California and over the age of eighteen years and not a party to the within-entitled action; my business address is Three Embarcadero Center, Seventh Floor, San Francisco, California 94111-4024 (San Francisco County). On February 8, 2007, I served the following document(s) described as **NOTICE OF PENDENCY OF REAL PROPERTY CLAIM (LIS PENDENS)** (Code Civil Proc. §§405.20, *et seq.*):

- ☐ by transmitting via facsimile the document(s) listed above to the fax number(s) set forth below on this date before 5:00 p.m.
- ☒ by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at San Francisco, California addressed to the parties set forth below, via registered mail, return receipt requested.
- ☐ by transmitting via email the document(s) listed above to the email address(es) set forth below on this date before 5:00 p.m.
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- ☐ by personally delivering the document(s) listed above to the person(s) at the address(es) set forth below.

North American Title Company
330 Primrose Road #600
Burlingame, CA 94010

I am readily familiar with the firm's practice of collection and processing correspondence for mailing with the United States Postal Service. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed at San Francisco, California on February 8, 2007.

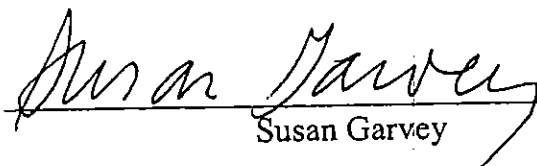

Susan Garvey

EXHIBIT 7

1 MICHAEL J. BAKER (No. 56492)
Email: mbaker@howardrice.com
2 MATTHEW L. BELTRAMO (No. 184796)
Email: mbeltramo@howardrice.com
3 HOWARD RICE NEMEROVSKI CANADY
FALK & RABKIN
4 A Professional Corporation
Three Embarcadero Center, 7th Floor
5 San Francisco, California 94111-4024
Telephone: 415/434-1600
6 Facsimile: 415/217-5910

7 Attorneys for Plaintiffs
ATR-KIM ENG FINANCIAL CORPORATION
8 and ATR-KIM ENG CAPITAL PARTNERS,
INC.
9

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF SAN MATEO
12 UNLIMITED JURISDICTION

13 HOWARD
RICE
NEMEROVSKI
CANADY
FALK
& RABKIN
14

15
16 ATR-KIM ENG FINANCIAL
CORPORATION and ATR-KIM ENG
17 CAPITAL PARTNERS, INC.,

18 Plaintiffs,

19 v.

20 HUGO BONILLA, MONICA ARANETA,
DORA M. ABEROUE, MICHELLE
21 BONILLA, and DOES 1-50,

22 Defendants.
23
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FILED
SAN MATEO COUNTY

FEB 16 2007

Clerk of the Superior Court
By  DEPUTY CLERK

No. CIV 460691

FIRST AMENDED COMPLAINT TO
SET ASIDE FRAUDULENT
TRANSFERS, ANNUL OBLIGATIONS
AND FOR DAMAGES

1 Plaintiffs ATR-Kim Eng Financial Corporation and ATR-Kim Eng Capital Partners,
2 Inc. ("Plaintiffs") allege as follows:

3
4 **PARTIES**

5 1. Plaintiffs are corporations headquartered in the Philippines.

6 2. Plaintiffs are informed and believe and thereon allege that Defendant Hugo
7 Bonilla ("Hugo Bonilla"), is an individual residing in Alameda County, California.

8 3. Plaintiffs are informed and believe and thereon allege that Defendant Monica
9 Araneta ("Monica Araneta") is an individual, residing principally in the Philippines with a
10 residence in San Mateo County, California. Her name appears as the recent transferee of a
11 parcel of real property known as 1605 Wedgewood Drive, Hillsborough, California,
12 discussed more fully below.

13 4. Plaintiffs are informed and believe and thereon allege that Defendant Dora M.
14 Aberouette ("Dora Aberouette") is an individual residing in San Mateo County, California,
15 and is the titled owner of two parcels of real property located in Alameda County,
16 California, and discussed in greater detail below.

17 5. Plaintiffs are informed and believe and thereon allege that Defendant Michelle
18 Bonilla ("Michelle Bonilla"), is an individual residing in Alameda County, California.

19 6. Plaintiffs are ignorant of the true names and capacities of defendants sued as
20 Does 1 through 50, inclusive, and therefore sue those defendants by fictitious names.
21 Plaintiffs will amend this Complaint to allege the Doe Defendants' true names and capacities
22 when ascertained. Plaintiffs are informed and believe and thereon allege that each of these
23 fictitiously named defendants is legally responsible in some manner for the actions herein
24 alleged, that each was acting as agent of and in concert with the others, and that Plaintiffs'
25 damages were proximately caused by their conduct.

26
27 **JURISDICTION AND VENUE**

28 7. Jurisdiction is proper in this Court pursuant to Code of Civil Procedure

1 Sections 86 and 88 because the amount in controversy is in excess of this Court's
2 jurisdictional minimum.

3 8. Venue is proper in this Court pursuant to Code of Civil Procedure Section 392
4 because one of the parcels of real property that is the subject of this action is located in San
5 Mateo County, California.

7 FACTUAL BACKGROUND

8 A. The Delaware Judgment.

9 9. In or about June 2004, Plaintiffs commenced litigation in the Delaware Court of
10 Chancery against Defendant Hugo Bonilla, Carlos Araneta, and others, alleging breach of
11 fiduciary duties and other causes of action. The lawsuit related to a Delaware holdings
12 company controlled by Carlos Araneta in which Plaintiffs were minority shareholders.
13 Hugo Bonilla was one of the directors of the Delaware holdings company.

14 10. The case went to trial in August 2006. On or about December 21, 2006, the
15 Delaware trial court issued a lengthy memorandum opinion, finding that Hugo Bonilla,
16 Carlos Araneta and a third individual had breached their respective fiduciary duties to
17 Plaintiffs and indicating that it would award Plaintiffs millions of dollars in damages.

18 11. On or about January 11, 2007, a final judgment was entered against Hugo
19 Bonilla, Carlos Araneta and the third individual in the amount of \$24,490,422.50, plus post-
20 judgment interest. (The award also included an additional amount for attorneys' fees and
21 costs against Carlos Araneta individually.) A certified copy of that final judgment (the
22 "Delaware Judgment") is attached hereto as Exhibit A.

23 12. As a result of the Delaware Judgment, Plaintiffs are creditors of Hugo Bonilla
24 with a claim against him in the amount of the Judgment set forth above, plus post-judgment
25 interest and costs.

26 13. To date, neither the whole nor any part of Plaintiffs' claim against Hugo Bonilla
27 or any of the other Delaware defendants has been paid to Plaintiffs.

B. The Hillsborough Property.

14. On or about January 27, 2003, Hugo Bonilla became record owner of a one-third interest in a parcel of real property located in San Mateo County, State of California, known as 1605 Wedgewood Drive, Hillsborough, California, (hereinafter the "Wedgewood Drive Property") and more particularly described as follows:

- San Mateo County Assessor's Parcel Number 038-074-010; and
- "Lot 9, AS SHOWN ON THAT CERTAIN MAP ENTITLED, 'CRYSTAL SPRINGS MAP NO. 1-A, HILLSBOROUGH, SAN MATEO COUNTY, CALIFORNIA', FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, ON AUGUST 15, 1947, IN BOOK 27 OF MAPS AT PAGE(S) 45, 46, 47 AND 48."

15. At the same time, two other individuals—Maritza Aberouette and Consuelo Araneta—also acquired record ownership of one-third interests in the Wedgewood Drive Property as tenants-in-common with Defendant Hugo Bonilla.

16. Plaintiffs are informed and believe and thereon allege that Consuelo Araneta is Carlos Araneta's wife.

17. Plaintiffs are informed and believe and thereon allege that Maritza Aberouette is Hugo Bonilla's aunt.

18. Documents recorded in the San Mateo County Recorder's Office show that, by means of an Individual Grant Deed recorded on or about May 13, 2005, Maritza Aberouette and Consuelo Araneta transferred full ownership of the Wedgewood Drive property to Hugo Bonilla.

19. Documents recorded in the San Mateo County Recorder's Office also reveal that, by virtue of an Interspousal Transfer Grant Deed recorded on or about May 13, 2005, Hugo Bonilla's wife, Michelle Bonilla, conveyed all rights, title and interests in the property to Hugo Bonilla, as his sole and separate property.

20. On or about January 8, 2007, *less than three weeks* after the Delaware trial court issued its Memorandum Opinion and just days before that opinion was reduced to a final

1 judgment, Defendant Hugo Bonilla signed a "Grant Deed" transferring the Wedgewood
 2 Drive Property to Defendant Monica Araneta. The transaction was recorded with the
 3 Recorder's Office of the County of San Mateo on or about January 9, 2007. A copy of this
 4 Grant Deed is attached hereto as Exhibit B and incorporated by reference herein. As noted
 5 in the Grant Deed, the transfer was for consideration of "*less than \$100*" (emphasis added).

6 21. According to public records maintained by the Tax Collector of San Mateo
 7 County, the Wedgewood Drive Property has a "net value" of over \$3.6 million.

8 22. Plaintiffs are informed and believe and thereupon allege that Defendant Monica
 9 Araneta is the daughter of Carlos Araneta and that therefore she is effectively an "insider."

10 23. The transfer of the Wedgewood Drive Property from Hugo Bonilla to Monica
 11 Araneta was not disclosed to Plaintiffs.

12 24. The transfer of the Wedgewood Drive Property from Hugo Bonilla to Monica
 13 Araneta occurred after Hugo Bonilla had been sued in Delaware state court and while the
 14 parties were awaiting final judgment on that action.

15 25. Plaintiffs are informed and believe and thereon allege that at the time of or
 16 shortly after the transfer of the Wedgewood Drive Property, Hugo Bonilla was insolvent in
 17 that, at fair valuations, the sum of his debts was greater than his assets.

18 26. The transfer of the Wedgewood Drive Property from Hugo Bonilla to Monica
 19 Araneta occurred shortly after Hugo Bonilla was given notice that he owed Plaintiffs million
 20 of dollars and that final judgment was about to be entered against him in an amount
 21 exceeding \$24 million.

22 27. As a result of the transfer of the Wedgewood Drive Property from Hugo Bonilla
 23 to Monica Araneta, Plaintiffs have been harmed in an amount to be determined at trial.

24
 25 **C. The Sequoia Court Property In Newark, California.**

26 28. Documents recorded in the Alameda County Recorder's Office show that, prior
 27 to and during the pendency of the Delaware action, Hugo Bonilla and his wife, Michelle
 28 Bonilla, were the record owners of a parcel of real property located in Alameda County,

1 State of California, known as 36611 Sequoia Court, Newark, California (hereinafter the
2 "Sequoia Court Property") and more particularly described as follows:

- 3 • Alameda County Assessor's Parcel Number 092A-0507-087; and
- 4 • Lot 47, Tract 3725, filed October 29, 1976, Map Book 93, Pages 19-23, Alameda
5 County Records.

6 29. Plaintiffs are informed and believe and thereon allege that, as of April 2004, the
7 Sequoia Court Property was Hugo Bonilla's residence.

8 30. On or about January 18, 2007, approximately one week after the Delaware
9 Judgment was entered, Hugo Bonilla and Michelle Bonilla, as husband and wife, executed a
10 "Grant Deed" transferring the Sequoia Court Property to Dora Aberouette, a married
11 woman, as her sole and separate property. The transaction was recorded with the Recorder's
12 Office of the County of Alameda on or about January 29, 2007. A copy of this Grant Deed
13 is attached hereto as Exhibit C and incorporated by reference herein.

14 31. According to an Interspousal Grant Deed recorded in the Alameda County
15 Recorder's Office on or about January 29, 2007, Gene Aberouette, the husband of Dora
16 Aberouette, granted his interest in the Sequoia Court Property to Dora Aberouette as her sole
17 and separate property.

18 32. Plaintiffs are informed and believe and thereupon allege that Dora Aberouette is
19 related by blood or marriage to Hugo Bonilla, making her an "insider."

20 33. The transfer of the Sequoia Court Property from Hugo Bonilla and Michelle
21 Bonilla to Dora Aberouette was not disclosed to Plaintiffs.

22 34. Plaintiffs are informed and believe and thereon allege that, at the time of or
23 shortly after the transfer of the Sequoia Court Property, Hugo Bonilla was insolvent in that,
24 fairly valued, the sum of his debts was greater than his assets.

25 35. Plaintiffs are informed and believe and thereon allege that Michelle Bonilla knew
26 or should have known that her husband, Hugo Bonilla, was insolvent at the time of the
27 transfer of the Sequoia Court Property to Dora Aberouette.

28 36. The transfer of the Sequoia Court Property from Hugo Bonilla and Michelle

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CANADY
FAULK
& RABKIN

1 Bonilla to Dora Aberouette occurred just days after final judgment was entered against Hugo
 2 Bonilla in an amount exceeding \$24 million..

3 37. As a result of the transfer of the Sequoia Court Property from Hugo Bonilla and
 4 Michelle Bonilla to Dora Aberouette, Plaintiffs have been harmed in an amount to be
 5 determined at trial.

6 **D. The Locust Street Property In Newark, California.**

7 38. Documents recorded in the Alameda County Recorder's Office show that, during
 8 the pendency of the Delaware action, Hugo Bonilla was the sole titled owner of a parcel of
 9 real property located in Alameda County, State of California, known as 37022 Locust Street,
 10 Newark, California (hereinafter the "Locust Street Property") and more particularly
 11 described as follows:

- 12 • Alameda County Assessor's Parcel Number 092-0126-022; and
- 13 • Parcel 3 of Parcel Map 4430, Filed November 5, 1984, Book 149 of Parcel Map 8,
 14 Alameda County Records.

15 39. On or about January 18, 2007, approximately one week after the Delaware
 16 Judgment was entered, Hugo Bonilla executed a "Grant Deed" transferring the Locust Street
 17 Property to Dora Aberouette, a married woman, as her sole and separate property. The
 18 transaction was recorded with the Recorder's Office of the County of Alameda on or about
 19 January 25, 2007. A copy of this Grant Deed is attached hereto as Exhibit D and
 20 incorporated by reference herein.

21 40. According to an Interspousal Grant Deed recorded in the Alameda County
 22 Recorder's Office on or about January 25, 2007, Gene Aberouette, the husband of Dora
 23 Aberouette, granted his interest in the Locust Street Property to Dora Aberouette as her sole
 24 and separate property.

25 41. Plaintiffs are informed and believe and thereupon allege that Dora Aberouette is
 26 related by blood or marriage to Hugo Bonilla, making her an "insider."

27 42. The transfer of the Locust Street Property from Hugo Bonilla to Dora Aberouette
 28 was not disclosed to Plaintiffs.

43. Plaintiffs are informed and believe and thereon allege that, at the time of or shortly after the transfer of the Locust Street Property, Hugo Bonilla was insolvent in that, fairly valued, the sum of his debts was greater than his assets.

44. The transfer of the Locust Street Property from Hugo Bonilla to Dora Aberouette occurred just days after final judgment was entered against Hugo Bonilla in an amount exceeding \$24 million.

45. As a result of the transfer of the Locust Street Property from Hugo Bonilla to Dora Aberouette, Plaintiffs have been harmed in an amount to be determined at trial.

FIRST CAUSE OF ACTION
(Fraudulent Conveyance of Wedgewood Drive Property Based
On Intent to Hinder, Delay or Defraud; Against Defendants
Hugo Bonilla, Monica Araneta and Does 1-20)

46. Plaintiffs incorporate by reference all of the allegations set forth in Paragraphs 1 through 45, herein.

47. Plaintiffs are informed and believe and thereon allege that in transferring the Wedgewood Drive Property to Monica Araneta, Hugo Bonilla intended to hinder, delay or defraud Plaintiffs—the creditors—in their efforts to collect on the Delaware Judgment.

48. Plaintiffs are informed and believe and thereon allege that Does 1-20 assisted Hugo Bonilla in his efforts to hinder, delay or defraud Plaintiffs in their efforts to collect on the Delaware Judgment.

49. Plaintiffs are informed and believe and thereon allege that Monica Araneta did not take the Wedgewood Drive Property in good faith because, among other reasons, she did not pay reasonably equivalent value for the property.

50. As a proximate result of the wrongful acts of the Defendants, the transfer of the Wedgewood Drive Property to Monica Araneta was fraudulent and void and must be set aside to the extent necessary to satisfy Plaintiffs' claims against Hugo Bonilla.

51. Further, as a proximate result of the wrongful acts of the Defendants, Plaintiffs have been damaged in an amount subject to proof at trial.

1 52. At all times relevant herein, Hugo Bonilla and Does 1-20 knew of Plaintiffs'
 2 claim against Hugo Bonilla and knew that the claim could be satisfied, at least in part, out of
 3 the sale of the Wedgewood Court Property. In participating in the transfer of the
 4 Wedgewood Drive Property, these Defendants have acted in bad faith, and with an
 5 oppressive, fraudulent and/or malicious intent to injure Plaintiffs, entitling Plaintiffs to an
 6 award of punitive damages.

7
 8 **SECOND CAUSE OF ACTION**
 9 **(Fraudulent Conveyance of Wedgewood Drive Property Based On**
 10 **Lack of Reasonably Equivalent Value; Against Defendants Hugo**
 Bonilla, Monica Araneta and Does 1-30)

11 53. Plaintiffs incorporate by reference all of the allegations set forth in Paragraphs 1
 12 through 45, herein.

13 54. Plaintiffs are informed and believe and thereon allege that Hugo Bonilla did not
 14 receive, and that Monica Araneta did not pay, reasonably equivalent value for the transfer of
 15 the Wedgewood Drive Property, and that the transfer served no legitimate business purpose.
 16 Plaintiffs are further informed and believe and thereon allege that the consideration reflected
 17 on the Grant Deed—"less than \$100"—is far below the real worth of the property.

18 55. Plaintiffs are informed and believe and thereon allege that if Monica Araneta was
 19 aware that the Wedgewood Drive Property had been transferred to her, she knew or
 20 reasonably should have known that the transfer was not for reasonably equivalent value and
 21 served no legitimate business purpose.

22 56. Plaintiffs are informed and believe and thereon allege that, at the time of the
 23 transfer of the Wedgewood Drive Property to Monica Araneta, Hugo Bonilla knew that he
 24 had incurred or would incur debts to Plaintiffs beyond his ability to pay (i.e., the Delaware
 25 Judgment).

26 57. Plaintiffs' claim against Hugo Bonilla arose before the transfer of the
 27 Wedgewood Drive Property to Monica Araneta. Plaintiffs are informed and believe and
 28 thereon allege that at the time of or as a result of the transfer of the Wedgewood Drive

1 Property to Monica Araneta, Hugo Bonilla was insolvent, in that the sum of his debts, at fair
2 valuations, exceeded the sum of his assets.

3 58. Plaintiffs are informed and believe and thereon allege that Does 1-20 assisted
4 Hugo Bonilla in the transfer of the Wedgewood Drive Property to Monica Araneta for an
5 unreasonably low amount of consideration and, in so doing, knew that Hugo Bonilla had
6 incurred or would incur debts to Plaintiffs beyond his ability to pay (i.e., the Delaware
7 Judgment) and/or knew that Hugo Bonilla was insolvent.

8 59. Plaintiffs are informed and believe and thereon allege that Does 21-30 assisted
9 Monica Araneta in receiving the transfer of the Wedgewood Drive Property for an
10 unreasonable amount of consideration and, in so doing, knew that Hugo Bonilla had incurred
11 or would incur debts to Plaintiffs beyond his ability to pay (i.e., the Delaware Judgment)
12 and/or knew that Hugo Bonilla was insolvent.

13 60. As a proximate cause of the wrongful acts of the Defendants, the transfer of the
14 Wedgewood Drive Property is fraudulent and void and must be set aside to the extent
15 necessary to satisfy the debt owed to Plaintiffs.

16 61. Further, as a proximate result of the wrongful acts of the Defendants, Plaintiffs
17 have been damaged in an amount subject to proof at trial.

18 62. At all times relevant herein, Hugo Bonilla and Does 1-20 knew of Plaintiffs'
19 claim against Hugo Bonilla and knew that the claim could be satisfied, at least in part, out of
20 the sale of the Wedgewood Drive Property. In participating in the transfer of the
21 Wedgewood Drive Property, these Defendants have acted in bad faith, and with an
22 oppressive, fraudulent and/or malicious intent to injure Plaintiffs, entitling Plaintiffs to an
23 award of punitive damages.

24
25 **THIRD CAUSE OF ACTION**
26 **(Fraudulent Conveyance Of Sequoia Court Property Against**
27 **Defendants Hugo Bonilla, Michelle Bonilla, Dora Aberouette and**
28 **Does 1-20 and 31-40)**

63. Plaintiffs incorporate by reference all of the allegations set forth in Paragraphs 1

1 through 45, herein.

2 64. Plaintiffs are informed and believe and thereon allege that in transferring the
3 Sequoia Court Property to Dora Aberouette, Hugo Bonilla intended to hinder, delay or
4 defraud Plaintiffs—the creditors—in their efforts to collect on the Delaware Judgment.

5 65. Plaintiffs are informed and believe and thereon allege that at the time she took
6 part in transferring the Sequoia Court Property to Dora Aberouette, Michelle Bonilla knew
7 of or reasonably should have known that the purpose of the transfer was to hinder, delay or
8 defraud Plaintiffs—the creditors—in their efforts to collect on the Delaware Judgment.

9 66. Plaintiffs are informed and believe and thereon allege that, in connection with the
10 transfer of the Sequoia Court Property, Dora Aberouette was not acting in good faith in that
11 she knew or reasonably should have known that Defendant Bonilla was thereby intending to
12 defraud Plaintiffs and improperly shield his assets from them.

13 67. Plaintiffs are informed and believe and thereon allege that Does 1-20 assisted
14 Defendant Bonilla in his efforts to hinder, delay or defraud Plaintiffs in their efforts to
15 collect on the Delaware Judgment.

16 68. Plaintiffs are informed and believe and thereon allege that Does 31-40 assisted
17 Dora Aberouette in receiving the Sequoia Court Property at a time when she knew or should
18 have known that Defendant Bonilla was thereby intending to defraud Plaintiffs and
19 improperly shield his assets from them.

20 69. As a proximate cause of the wrongful acts of the Defendants, the transfer of the
21 Sequoia Court Property is fraudulent and void and must be set aside to the extent necessary
22 to satisfy the debt owed to Plaintiffs.

23 70. Further, as a proximate result of the wrongful acts of the Defendants, Plaintiffs
24 have been damaged in an amount subject to proof at trial.

25 71. At all times relevant herein, Hugo Bonilla and Does 1-20 knew of Plaintiffs'
26 claim against Hugo Bonilla and knew that the claim could be satisfied, at least in part, out of
27 the sale of the Sequoia Court Property. In participating in the transfer of the Sequoia Court
28 Property, these Defendants have acted in bad faith, and with an oppressive, fraudulent and/or

1 malicious intent to injure Plaintiffs, entitling Plaintiffs to an award of punitive damages.

2
3 **FOURTH CAUSE OF ACTION**
4 **(Fraudulent Conveyance Of Locust Street Property Against**
5 **Defendants Hugo Bonilla, Dora Aberouette and Does 1-20 and**
6 **31-40)**

7 72. Plaintiffs incorporate by reference all of the allegations set forth in Paragraphs 1
8 through 45, herein.

9 73. Plaintiffs are informed and believe and thereon allege that in transferring the
10 Locust Street Property to Dora Aberouette, Hugo Bonilla intended to hinder, delay or
11 defraud Plaintiffs—the creditors—in their efforts to collect on the Delaware Judgment.

12 74. Plaintiffs are informed and believe and thereon allege that, at the time of the
13 transfer of the Locust Street Property, Dora Aberouette was not acting in good faith in that
14 she knew or should have known that Defendant Bonilla was intending thereby to defraud
15 Plaintiffs and improperly shield his assets from them.

16 75. Plaintiffs are informed and believe and thereon allege that Does 1-20 assisted
17 Hugo Bonilla in his efforts to hinder, delay or defraud Plaintiffs in their efforts to collect on
18 the Delaware Judgment.

19 76. Plaintiffs are informed and believe and thereon allege that Does 31-40 assisted
20 Dora Aberouette in accepting the transfer of the Locust Street Property at a time when she
21 knew or should have known that Defendant Bonilla was intending to defraud Plaintiffs and
22 improperly shield his assets from them.

23 77. As a proximate cause of the wrongful acts of the Defendants, the transfer of the
24 Locust Street Property is fraudulent and void and must be set aside to the extent necessary to
25 satisfy the debt owed to Plaintiffs.

26 78. Further, as a proximate result of the wrongful acts of the Defendants, Plaintiffs
27 have been damaged in an amount subject to proof at trial.

28 79. At all times relevant herein, Hugo Bonilla and Does 1-20 knew of Plaintiffs'
claim against Hugo Bonilla and knew that the claim could be satisfied, at least in part, out of

HOWARD
RICE
NEMEROVSKI
CANADY
FALK
& RABKIN

1 the sale of the Locust Street Property. In participating in the transfer of the Locust Street
2 Property, these Defendants have acted in bad faith, and with an oppressive, fraudulent and/or
3 malicious intent to injure Plaintiffs, entitling Plaintiffs to an award of punitive damages.

4
5 **FIFTH CAUSE OF ACTION**
6 **(Conspiracy Against Defendant Hugo Bonilla and Does 1-20)**

7 80. Plaintiffs incorporate by reference all of the allegations set forth in Paragraphs 1
8 through 45, herein.

9 81. Does 1-20 were aware that Defendant Hugo Bonilla planned to hinder, delay and
10 defraud Plaintiffs by transferring the Wedgewood Drive Property to Defendant Monica
11 Araneta, by transferring the Sequoia Court Property to Dora Aberouette, and/or by
12 transferring the Locust Street Property to Dora Aberouette. Does 1-20 agreed with Hugo
13 Bonilla and intended that the transfer be committed.

14 82. Defendants Hugo Bonilla and Does 1-20 did the acts and things alleged herein
15 pursuant to, and in furtherance of, the conspiracy and agreement above.

16 83. As a proximate result of the wrongful acts herein alleged Plaintiffs have been
17 damaged in an amount subject to proof at trial.

18 84. At all times mentioned herein, Hugo Bonilla and Does 1-20 knew of Plaintiffs'
19 claim against Defendant Hugo Bonilla and knew that Plaintiffs' claim could be satisfied out
20 of the proceeds of sale of Wedgewood Drive Property. Notwithstanding this knowledge,
21 these Defendants have acted in bad faith, and with an oppressive, fraudulent and/or
22 malicious intent to injure Plaintiffs, entitling Plaintiffs to an award of punitive damages.

23
24 **SIXTH CAUSE OF ACTION**
25 **(Injunctive Relief Under Code of Civil Procedure §§526-527**
Against All Defendants)

26 85. Plaintiffs incorporate by reference all of the allegations set forth in Paragraphs 1
27 through 45, herein.

28 86. Plaintiffs are informed and believe and thereon allege that a primary source for

1 satisfaction of the Delaware Judgment against Hugo Bonilla lies in the proceeds of sale of
 2 the Wedgewood Drive Property, the Sequoia Court Property and the Locust Street Property.
 3 Those properties have been fraudulently transferred, the first to Monica Araneta and the
 4 second and third to Dora Aberouette. At present there is nothing to prevent Monica Araneta,
 5 Dora Aberouette, Hugo Bonilla or Does 1-50 from secreting or dissipating any proceeds
 6 from a sale or other disposition of the Property.

7 87. Such acts, unless enjoined, will cause Plaintiffs great or irreparable injury for
 8 which they have no adequate remedy at law.

10 PRAYER

11 WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

12 1. That the transfer of the real property known as 1605 Wedgewood Drive,
 13 Hillsborough, California from Hugo Bonilla to Monica Araneta, be set aside and declared
 14 void as to the Plaintiffs herein to the extent necessary to satisfy Plaintiffs' claim in the sum
 15 of \$24,490,422.50, plus post-judgment interest at the legal rate since entry of the Delaware
 16 Judgment and other recoverable costs of enforcement;

17 2. That the property known as 1605 Wedgewood Drive, Hillsborough, California in
 18 the hands of Monica Araneta be attached in accordance with the provisions of Section
 19 481.010 through 493.060 of the Code of Civil Procedure.

20 3. That Monica Araneta be restrained from disposing of the property known as 1605
 21 Wedgewood Drive, Hillsborough, California unless and until the sum of \$24,490,422.50,
 22 plus post-judgment interest and other recoverable costs has been paid to Plaintiffs, or
 23 Plaintiffs' rights to the property or proceeds thereof have been fully adjudicated;

24 4. That a preliminary injunction be granted enjoining and restraining all Defendants
 25 and their representatives, attorneys, and agents from selling, transferring, conveying, or
 26 otherwise disposing of the property known as 1605 Wedgewood Drive, Hillsborough,
 27 California, and proceeds thereof;

28 5. That an order pendente lite be granted enjoining and restraining all Defendants

1 and their representatives, attorneys, servants, and agents from selling, transferring,
2 conveying, assigning, or otherwise disposing of any of the property known as 1605
3 Wedgewood Drive, Hillsborough, California;

4 6. That the judgment herein be declared a lien on the property known as 1605
5 Wedgewood Drive, Hillsborough, California;

6 7. That an order be made declaring that Defendants hold the property known as
7 1605 Wedgewood Drive, Hillsborough, California, in trust for Plaintiffs;

8 8. That all Defendants be required to account to Plaintiffs for all profits and
9 proceeds earned from or taken in exchange for the property known as 1605 Wedgewood
10 Drive, Hillsborough, California;

11 9. That the transfer of the real property known as 36611 Sequoia Court, Newark,
12 California, from Hugo Bonilla and Michelle Bonilla to Dora Aberouette, be set aside and
13 declared void as to the Plaintiffs herein to the extent necessary to satisfy Plaintiffs' claim in
14 the sum of \$24,490,422.50, plus post-judgment interest at the legal rate since entry of the
15 Delaware Judgment and other recoverable costs of enforcement;

16 10. That the property known as 36611 Sequoia Court, Newark, California in the
17 hands of Dora Aberouette be attached in accordance with the provisions of Section 481.010
18 through 493.060 of the Code of Civil Procedure.

19 11. That Dora Aberouette be restrained from disposing of the property known as
20 36611 Sequoia Court, Newark, California unless and until the sum of \$24,490,422.50, plus
21 post-judgment interest and other recoverable costs has been paid to Plaintiffs, or Plaintiffs'
22 rights to the property or proceeds thereof have been fully adjudicated;

23 12. That a preliminary injunction be granted enjoining and restraining all Defendants
24 and their representatives, attorneys, and agents from selling, transferring, conveying, or
25 otherwise disposing of the property known as 36611 Sequoia Court, Newark, California, and
26 proceeds thereof;

27 13. That an order pendente lite be granted enjoining and restraining all Defendants
28 and their representatives, attorneys, servants, and agents from selling, transferring,

1 conveying, assigning, or otherwise disposing of any of the property known as 36611 Sequoia
2 Court, Newark, California;

3 14. That the judgment herein be declared a lien on the property known as 36611
4 Sequoia Court, Newark, California;

5 15. That an order be made declaring that Defendants hold the property known as
6 36611 Sequoia Court, Newark, California, in trust for Plaintiffs;

7 16. That all Defendants be required to account to Plaintiffs for all profits and
8 proceeds earned from or taken in exchange for the property known as 36611 Sequoia Court,
9 Newark, California;

10 17. That the transfer of the real property known as 37022 Locust Street, Newark,
11 California, from Hugo Bonilla to Dora Aberouette, be set aside and declared void as to the
12 Plaintiffs herein to the extent necessary to satisfy Plaintiffs' claim in the sum of
13 \$24,490,422.50, plus post-judgment interest at the legal rate since entry of the Delaware
14 Judgment and other recoverable costs of enforcement;

15 18. That the property known as 37022 Locust Street, Newark, California in the hands
16 of Dora Aberouette be attached in accordance with the provisions of Section 481.010
17 through 493.060 of the Code of Civil Procedure.

18 19. That Dora Aberouette be restrained from disposing of the property known as
19 37022 Locust Street, Newark, California unless and until the sum of \$24,490,422.50, plus
20 post-judgment interest and other recoverable costs has been paid to Plaintiffs, or Plaintiffs'
21 rights to the property or proceeds thereof have been fully adjudicated;

22 20. That a preliminary injunction be granted enjoining and restraining all Defendants
23 and their representatives, attorneys, and agents from selling, transferring, conveying, or
24 otherwise disposing of the property known as 37022 Locust Street, Newark, California, and
25 proceeds thereof;

26 21. That an order pendente lite be granted enjoining and restraining all Defendants
27 and their representatives, attorneys, servants, and agents from selling, transferring,
28 conveying, assigning, or otherwise disposing of any of the property known as 37022 Locust

1 Street, Newark, California;

2 22. That the judgment herein be declared a lien on the property known as 37022
3 Locust Street, Newark, California;

4 23. That an order be made declaring that Defendants hold the property known as
5 37022 Locust Street, Newark, California, in trust for Plaintiffs;

6 24. That all Defendants be required to account to Plaintiffs for all profits and
7 proceeds earned from or taken in exchange for the property known as 37022 Locust Street,
8 Newark, California;

9 25. For compensatory damages in a sum to be proved at trial;

10 26. For exemplary or punitive damages;

11 27. For costs of suit;

12 28. For attorneys' fees as allowed by law and equity; and

13 29. For such other and further relief as the Court deems just and proper.

14 February 16, 2007.

15 Respectfully,

16 MICHAEL J. BAKER
17 MATTHEW L. BELTRAMO
18 HOWARD RICE NEMEROVSKI CANADY
19 FALK & RABKIN
20 A Professional Corporation

21 By: 

22 MATTHEW L. BELTRAMO

23 Attorneys for Plaintiffs ATR-KIM ENG
24 FINANCIAL CORPORATION and ATR-KIM
25 ENG CAPITAL PARTNERS, INC.
26
27
28

Case # 07J-01-184 M-23-381

ATR-KIM ENG FINANCIAL CORPORATION,
AND ATR-KIM ENG CAPITAL PARTNERS, INC.

vs

CARLOS R. ARANETA, HUGO BONILLA, LIZA BERENGUER

STATE OF DELAWARE)
)SS.
NEW CASTLE COUNTY)

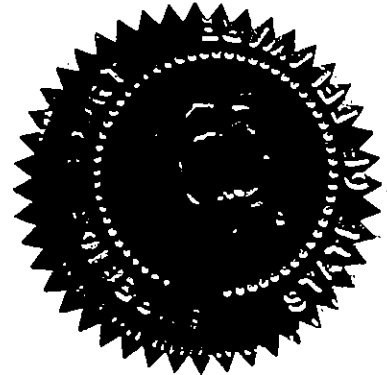
I, Sharon Agnew, Prothonotary of the Superior Court of the State of Delaware, in and for New Castle County, do hereby certify that the foregoing contains a true copy of:

07J-01-184 M-23-381 *AND THE UNDERLYING
DOCKET ENTRIES AS RECORDED ON 01/11/2007.

in the case there stated as the same now remains of record in the Superior Court of the State, at Wilmington.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the seal of the said Court this
25TH day of JANUARY A.D. 2007.

Sharon Agnew
Prothonotary

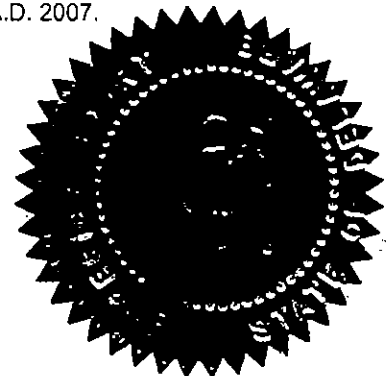


STATE OF DELAWARE)
)SS.
NEW CASTLE COUNTY)

I, Richard R Cooch, Resident Judge of the Superior Court in and for New Castle County of the said State, do hereby certify that the foregoing record and attestation made by Sharon Agnew, Prothonotary of the said Court, whose name is hereto subscribed, and to which the seal of said Court is affixed, are in due form and made by the proper officer.

IN TESTIMONY WHEREOF, I hereunto set my hand this 25TH day of JANUARY A.D. 2007.

Richard R Cooch
Resident Judge

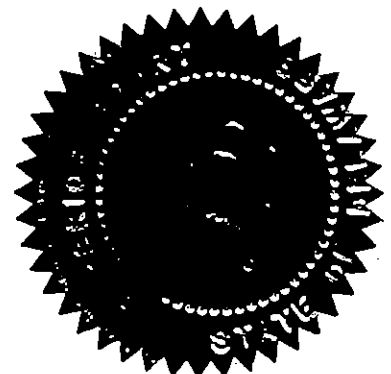


STATE OF DELAWARE)
)SS.
NEW CASTLE COUNTY)

I, Sharon Agnew, Prothonotary of the Superior Court of the State of Delaware, in and for New Castle County, do certify that the Honorable Richard R. Cooch, by whom the foregoing attestation was made, and whose name is hereto subscribed; was at the time of making thereof and still is Resident Judge of Superior Court of New Castle County of the said State, duly commissioned and sworn, to all whose acts as such, full faith and credit are, and ought to be, given, as well in Courts of Justice as elsewhere.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the seal of the said Court this
25TH day of JANUARY A.D. 2007.

Sharon Agnew
Prothonotary



COPY



GRANTED

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE
IN AND FOR NEW CASTLE COUNTY

ATR-KIM ENG FINANCIAL CORPORATION,
and ATR-KIM ENG CAPITAL PARTNERS, INC.,

Plaintiffs,

v.

CARLOS R. ARANETA, HUGO BONILLA,
LIZA BERENGUER AND MARITES VICENTE,

Defendants,

and

PMHI HOLDINGS CORPORATION,
(f/k/a LBC GLOBAL CORPORATION),
a Delaware corporation,

Nominal Defendant.

Civil Action No. 489-N

FILED
PROTHONOTARY
2007 JAN 11 AM 10:55

07-01-184 11-23-381

FINAL ORDER OF JUDGMENT

For the reasons set forth in the December 21, 2006 post-trial Memorandum Opinion in the captioned matter, which found in favor of plaintiffs (collectively "ATR") on each fiduciary claim asserted, IT IS HEREBY ORDERED as follows:

1. Having been found jointly and severally liable for their breaches of fiduciary duty, judgment is entered against defendants Carlos R. Araneta, Hugo Bonilla and Liza Berenguer in the amount of \$24,490,422.50 (representing a damages award of \$3.922 million plus pre-judgment interest from August 17, 1999 through January 10, 2007 at an annual rate of 25% compounded monthly).

CERTIFIED AS A TRUE COPY
ATTEST: SHARON AGNEW
PROTHONOTARY
BY *[Signature]*

2. In light of his egregious misconduct both before and during the litigation of this matter, judgment is also entered against defendant Carlos R. Araneta in the additional amount of \$863,059.89 (representing an award of the attorneys' fees, costs and expenses ATR incurred in prosecuting this action).

3. Post-judgment interest on these awards shall accrue at an annual rate of 11.25%, and judgment is entered against the defendants for all such interest that accrues between the date of this Order and the date on which they make full payment of the amounts due hereunder. Carlos R. Araneta is also ordered to pay all future fees, costs and expenses incurred by ATR in enforcing this Order.

151 Leo E. Strine Jr.
Leo E. Strine, Jr.,
Vice Chancellor

Dated: January 10, 2007

CONFIRMED
AS A TRUE COPY:
ATTEST:

REGISTER IN CHANCERY

By Shirley K. [Signature]

FILED
PROTHONOTARY
2007 JAN 11 AM 10:55

071-01-184 M-83-382

SUPERIOR COURT - NEW CASTLE COUNTY
AS OF 01/25/2007

PAGE

1

07J-01-184

FILED January 11, 2007

JUDGE:

STATUS: NEW E-FILED:

JUDGMENTS - CHANCERY COURT
NON ARBITRATION
NON-JURY TRIAL

MARGOLIN STEVEN T.

ATR-KIM ENG FINANCIAL CORPORATION
AND ATR-KIM ENG CAPITAL PARTNERS, INC

-- VS --

CARLOS R. ARANETA
HUGO BONILLA
LIZA BERENGUER

01/11/2007

1 JUDGMENT FILED 01/11/07. M-23-381 CHANCERY
FILED BY STEVEN T MARGOLIN, ESQ.

CERTIFIED AS A TRUE COPY
ATTEST: SHARON AGNEW
PROTHONOTARY
BY *Sharon Agnew*

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

MONICA ARANETA
1605 WEDGEWOOD DRIVE
HILLSBOROUGH, CA 94010

MAIL TAX STATEMENTS TO:

MONICA ARANETA
1605 WEDGEWOOD DRIVE
HILLSBOROUGH, CA 94010

APN: 038-074-010

2007-003707

02:14pm 01/09/07 DE Fee: 30.00

Count of pages 2

Recorded in Official Records

County of San Mateo

Warren Slocum

Assessor-County Clerk-Recorder



(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

GRANT DEED

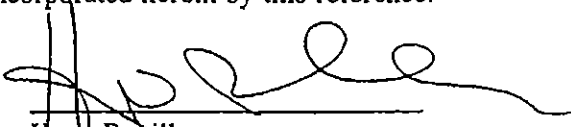
THE UNDERSIGNED GRANTOR(S) DECLARE(S)
DOCUMENTARY TRANSFER TAX IS \$ -0-

Consideration less than \$100

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, HUGO BONILLA, a married man, as his sole and separate property, hereby GRANT(S) to MONICA ARANETA, the real property commonly known as 1605 Wedgewood Drive, Hillsborough, County of San Mateo, State of California, and more particularly described as follows:

See Exhibit "A" attached hereto and incorporated herein by this reference.

Dated: 1-8-2007


Hugo Bonilla

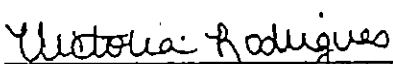
STATE OF CALIFORNIA)

) ss.

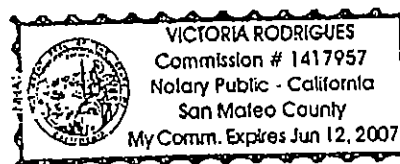
COUNTY OF SAN MATEO)

On this 8 day of January in the year 2007, before me, Victoria Rodriguez, a Notary Public in and for said State, personally appeared Hugo Bonilla, personally known to me (or proved on the basis of satisfactory evidence) to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



NOTARY PUBLIC IN AND FOR SAID STATE



FOR NOTARY SEAL OR STAMP

MAIL TAX STATEMENTS AS DIRECTED ABOVE

2)

EXHIBIT "A"

Description:

The land referred to herein is situated in the State of California, County of San Mateo, Town of Hillsborough, and is described as follows:

LOT 9, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "CRYSTAL SPRINGS MAP NO. 1-A, HILLSBOROUGH, SAN MATEO COUNTY, CALIFORNIA", FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, ON AUGUST 15, 1947, IN BOOK 27 OF MAPS AT PAGE(S) 45, 46, 47 AND 48.

AP No.: 038-074-010 JPN: 038-007-074-01

RECORDING REQUESTED BY: *SPL**Stewart Title*

AND WHEN RECORDED MAIL TO:

Mrs. Dora M. Aberouette

*170. Vorkshire Ct
San Bruno CA 94066*

2007043367

01/29/2007 08:30 AM

OFFICIAL RECORDS OF ALAMEDA COUNTY

RECORDING FEE:

COUNTY TAX:

11.00
888.00

2 POS

THIS SPACE FOR RECORDER'S USE ONLY:

Title Order No.:

GRANT DEED

Escrow No.: 10008519

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is \$880.00

[X] computed on full value of property conveyed, or

[] computed on full value less value of liens or encumbrances remaining at time of sale.

[] Unincorporated area [X] City of Newark AND

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged.

Hugo N. Bonilla and Michelle Marie Theresa Bonilla, Husband and Wife

hereby GRANT(s) to:

Dora M. Aberouette, a Married Woman, as her sole and separate property

the real property in the City of Newark, County of Alameda, State of California, described as:
LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF

Also Known as: 36611 Sequoia Court, Newark, CA 94560

AP#: 092A-0507-087-00

DATED January 18, 2007

STATE OF CALIFORNIA

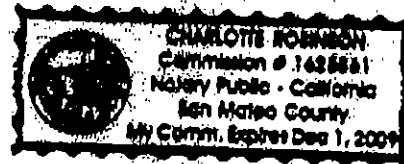
COUNTY OF *San Mateo*On *1-18-07*Before me, *CHARLOTTE ROBINSON*

A Notary Public in and for said State, personally appeared

*HUGO N. BONILLA AND
MICHELLE MARIE Theresa Bonilla**H N Bonilla*
Hugo N. Bonilla*Michelle Marie Theresa Bonilla*
Michelle Marie Theresa Bonilla

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature, *Charlotte Robinson*

(This area for official notarial seal)

MAIL TAX STATEMENTS TO PARTY SHOWN BELOW; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE.

EXHIBIT X

10006519

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of Alameda, City of Newark, described as follows:

Lot 47, Tract 3725, filed October 29, 1976, Map Book 93, Pages 19-23, Alameda County Records.

APN: 092A-0507-087

End of Legal Description



OFFICIAL RECORDS OF ALAMEDA COUNTY
 PATRICK O'CONNELL
 RECORDING FEE: 21.00
 COUNTY TAX: 988.00

RECORDING REQUESTED BY:

Stewart Title Company

AND WHEN RECORDED MAIL TO:

Mrs. Dora M. Aberouette
 170 Yorkshire Ct.
 San Bruno CA 94066



2 PGS
 PCOR 20 00

THIS SPACE FOR RECORDER'S USE ONLY

Title Order No.:

GRANT DEED

Escrow No.: 10006518

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is \$988.00

- ☒ computed on full value of property conveyed, or
☐ computed on full value less value of liens or encumbrances remaining at time of sale.
☐ Unincorporated area ☒ City of Newark AND

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Hugo N. Bonilla, a married man as his sole and separate property
 hereby GRANT(s) to:

Dora M. Aberouette, a Married Woman, as her sole and separate property

the real property in the City of Newark, County of Alameda, State of California, described as:
 LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF
 Also Known as: 37022 Locust Street, Newark, CA 94560.
 AP#: 092-0126-022-00

DATED January 18, 2007

STATE OF CALIFORNIA

COUNTY OF San Mateo

On 1-18-2007

Before me, CHARLOTTE ROBINSON

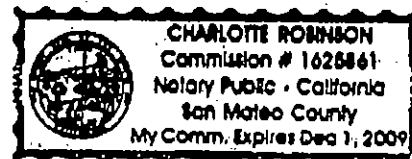
A Notary Public in and for said State, personally appeared

Hugo N. Bonilla

Hugo N. Bonilla
 Hugo N. Bonilla

personally known to me (or proved to me on the basis of
 satisfactory evidence) to be the person(s) whose name(s)
 is/are subscribed to the within instrument and acknowledged
 to me that he/she/they executed the same in his/her/their
 authorized capacity(ies), and that by his/her/their signature(s)
 on the instrument the person(s), or the entity upon behalf of
 which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Signature

Charlotte Robinson

(This area for official notarial seal)

MAIL TAX STATEMENTS TO PARTY SHOWN BELOW; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE.

Exhibit A

10006518

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of Alameda, City of Newark, described as follows:

Parcel 3 of Parcel Map 4430, filed November 5, 1984, Book 149 of Parcel Map Page 8, Alameda County Records.

APN: 092-0126-022

End of Legal Description

EXHIBIT 8

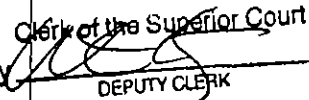
First Amended

SUMMONS
(CITACION JUDICIAL)

SUM-100

NOTICE TO DEFENDANT:**(AVISO AL DEMANDADO):**Hugo Bonilla, Monica Araneta, Dora M. Aberouette,
Michelle Bonilla, and Does 1-50FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)**FILED**
SAN MATEO COUNTY

FEB 16 2007

Clerk of the Superior Court
By  DEPUTY CLERK**YOU ARE BEING SUED BY PLAINTIFF:****(LO ESTÁ DEMANDANDO EL DEMANDANTE):**ATR-Kim Eng Financial Corporation and ATR-Kim Eng
Capital Partners, Inc.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form. If you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.courtinfo.ca.gov/selfhelp/espanol/), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia. Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.courtinfo.ca.gov/selfhelp/espanol/) o poniéndose en contacto con la corte o el colegio de abogados locales.

The name and address of the court is:

(El nombre y dirección de la corte es):

San Mateo County Superior Court
400 County CenterCASE NUMBER:
(Número del Caso): CIV 460691

Redwood City, CA 94063

Southern Branch

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Matthew L. Beltramo (184796)

(415) 434-1600 (415) 217-5910

Howard Rice Nemerovski Canady Falk & Rabkin

Three Embarcadero Center, 7th Floor

San Francisco, California 94111

DATE:

(Fecha) FEB 16 2007

JOHN C. FITTON

Clerk, by

(Secretario)

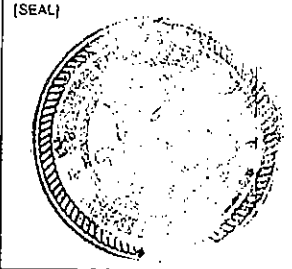
Deputy

(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

(SEAL)

**NOTICE TO THE PERSON SERVED: You are served**

1. ☒ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

- 3.
- ☐
- on behalf of (specify):

- under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):

- 4.
- ☐
- by personal delivery on (date):

1 MICHAEL J. BAKER (No. 56492)
Email: mbaker@howardrice.com
2 MATTHEW L. BELTRAMO (No. 184796)
Email: mbeltramo@howardrice.com
3 HOWARD RICE NEMEROVSKI CANADY
FALK & RABKIN
4 A Professional Corporation
Three Embarcadero Center, 7th Floor
5 San Francisco, California 94111-4024
Telephone: 415/434-1600
6 Facsimile: 415/217-5910

7 Attorneys for Plaintiffs
ATR-KIM ENG FINANCIAL CORPORATION
8 and ATR-KIM ENG CAPITAL PARTNERS,
INC.

9
10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF SAN MATEO
12 UNLIMITED JURISDICTION

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HOWARD
RICE
NEMEROVSKI
CANADY
FALK
& RABKIN
Attorneys for Plaintiffs

15 ATR-KIM ENG FINANCIAL
16 CORPORATION and ATR-KIM ENG
CAPITAL PARTNERS, INC.,

17 Plaintiffs,

18 v.

19 HUGO BONILLA, MONICA ARANETA,
20 DORA M. ABEROQUETTE, MICHELLE
BONILLA, and DOES 1-50,

21 Defendants.

COPY of Document Recorded
on FEB 20 2007
as No. 2007077743
Has not been compared with Original.
ALAMEDA COUNTY RECORDER

FILED
SAN MATEO COUNTY

FEB 21 2007

Clerk of the Superior Court

By  DEPUTY CLERK

No. CIV 460691

NOTICE OF PENDENCY OF REAL
PROPERTY CLAIM (LIS PENDENS)
(Code Civil Proc. §§405.20, et seq.)

1 NOTICE IS HEREBY GIVEN THAT a First Amended Complaint To Set Aside
 2 Fraudulent Transfers, Annul Obligations and For Damages entitled *ATR-Kim Eng Financial*
 3 *Corporation and ATR-Kim Eng Capital Partners, Inc. v. Hugo Bonilla, Monica Araneta,*
 4 *Dora M. Aberouette, Michelle Bonilla and Does 1-50* (San Mateo County Superior Court
 5 Action No. CIV 460691) was filed on February 16, 2007, and is now pending in the Superior
 6 Court of California, County of San Mateo. The parties to the action include ATR-Kim Eng
 7 Financial Corporation and ATR-Kim Eng Capital Partners, Inc., as Plaintiffs, and Hugo
 8 Bonilla, Monica Araneta, Dora M. Aberouette, Michelle Bonilla and Does 1-50 as
 9 Defendants, and all persons unknown, claiming any right, title or interest in the subject
 10 property, or any cloud on title to the Property.

11 The above-captioned action involves a real property claim affecting certain real
 12 property that is situated in the City of Newark, County of Alameda, State of California,
 13 United States of America, commonly known as 36611 Sequoia Court, Newark, California
 14 and more particularly described as follows:

- 15 • Lot 47, Tract 3725, filed October 29, 1976, Map Book 93, Pages 19-23, Alameda
- 16 County Records; and
- 17 • Alameda County Assessor's Parcel Number 092A-0507-087

18 An object of this action is to set aside and void a recent transfer of title in the above-
 19 described property as being the product of a fraudulent conveyance.

20 February 16, 2007.

21 Respectfully,

22 HOWARD RICE NEMEROVSKI CANADY
 23 FALK & RABKIN
 A Professional Corporation

24 By: 

25 MATTHEW L. BELTRAMO

26 Attorneys for Plaintiffs ATR-KIM ENG
 27 FINANCIAL CORPORATION and ATR-KIM
 28 ENG CAPITAL PARTNERS, INC.

STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

On February 16, 2007, before me, DAWN MARIE TAYLOR, NOTARY PUBLIC, personally appeared MATTHEW L. BELTRAMO, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that, by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature:

Dawn Marie Taylor



(Seal)

1 MICHAEL J. BAKER (No. 56492)
Email: mbaker@howardrice.com
2 MATTHEW L. BELTRAMO (No. 184796)
Email: mbeltramo@howardrice.com
3 HOWARD RICE NEMEROVSKI CANADY
FALK & RABKIN
4 A Professional Corporation
Three Embarcadero Center, 7th Floor
5 San Francisco, California 94111-4024
Telephone: 415/434-1600
6 Facsimile: 415/217-5910

7 Attorneys for Plaintiffs
ATR-KIM ENG FINANCIAL CORPORATION
8 and ATR-KIM ENG CAPITAL PARTNERS,
INC.
9

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 COUNTY OF SAN MATEO

12 UNLIMITED JURISDICTION

13 HOWARD
RICE
NEMEROVSKI
CANADY
FALK
& RABKIN
14 A Professional Corporation

15 ATR-KIM ENG FINANCIAL
16 CORPORATION and ATR-KIM ENG
CAPITAL PARTNERS, INC.,

17 Plaintiffs,

18 v.

19 HUGO BONILLA, MONICA ARANETA,
20 DORA M. ABEROUE, MICHELLE
BONILLA, and DOES 1-50,

21 Defendants.
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No. CIV 460691

PROOF OF SERVICE OF NOTICE OF
PENDENCY OF REAL PROPERTY
CLAIM

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☐ by transmitting via facsimile the document(s) listed above to the fax number(s) set forth below on this date before 5:00 p.m.

☒ by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at San Francisco, California addressed to the parties set forth below, via registered mail, return receipt requested.

☐ by transmitting via email the document(s) listed above to the email address(es) set forth below on this date before 5:00 p.m.

☐ by placing the document(s) listed above in a sealed Federal Express envelope and affixing a pre-paid air bill, and causing the envelope to be delivered to a Federal Express agent for delivery.

☐ by personally delivering the document(s) listed above to the person(s) at the address(es) set forth below.

Hugo Bonilla
36611 Sequoia Court
Newark, CA 94560

Michelle Bonilla
36611 Sequoia Court
Newark, CA 94560

Albert K. Martin
Attorney At Law
4 W. Fourth Avenue
San Mateo, CA 94402
(Attorney for Hugo Bonilla)

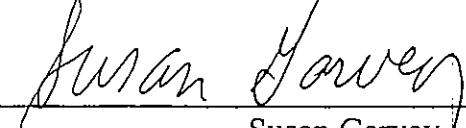
Dora Aberouette
170 Yorkshire Court
San Bruno, CA 94066

Dora Aberouette
170 Yorkshire Court
San Bruno, CA 94066

Dora Aberouette
170 Yorkshire Court
San Bruno, CA 94066

1 I am readily familiar with the firm's practice of collection and processing
2 correspondence for mailing with the United States Postal Service. Under that practice it
3 would be deposited with the U.S. Postal Service on that same day with postage thereon fully
4 prepaid in the ordinary course of business. I am aware that on motion of the party served,
service is presumed invalid if postal cancellation date or postage meter date is more than one
day after date of deposit for mailing in affidavit.

5 I declare under penalty of perjury under the laws of the State of California that the
6 foregoing is true and correct. Executed at San Francisco, California on February 20, 2007.

7 
8 Susan Garvey
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13 HOWARD
14 RICE
NEMEROVSKI
CANADY
FALK
& RABKIN
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1 MICHAEL J. BAKER (No. 56492)
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FALK & RABKIN
4 A Professional Corporation
Three Embarcadero Center, 7th Floor
5 San Francisco, California 94111-4024
Telephone: 415/434-1600
6 Facsimile: 415/217-5910

7 Attorneys for Plaintiffs
ATR-KIM ENG FINANCIAL CORPORATION
8 and ATR-KIM ENG CAPITAL PARTNERS,
INC.

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 COUNTY OF SAN MATEO

12 UNLIMITED JURISDICTION

13 HOWARD
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15 ATR-KIM ENG FINANCIAL
16 CORPORATION and ATR-KIM ENG
CAPITAL PARTNERS, INC.,

17 Plaintiffs,

18 v.

19 HUGO BONILLA, MONICA ARANETA,
20 DORA M. ABEROUE, MICHELLE
BONILLA, and DOES 1-50,

21 Defendants.
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COPY of Document Recorded
FEB 20 2007
on _____
as No. 2007077744
Has not been compared with Original.
ALAMEDA COUNTY RECORDER

FILED
SAN MATEO COUNTY

FEB 21 2007

Clerk of the Superior Court

By _____
DEPUTY CLERK

No. CIV 460691

NOTICE OF PENDENCY OF REAL
PROPERTY CLAIM (LIS PENDENS)
(Code Civil Proc. §§405.20, *et seq.*)

1 NOTICE IS HEREBY GIVEN THAT a First Amended Complaint To Set Aside
2 Fraudulent Transfers, Annul Obligations and For Damages entitled *ATR-Kim Eng Financial*
3 *Corporation and ATR-Kim Eng Capital Partners, Inc. v. Hugo Bonilla, Monica Araneta,*
4 *Dora M. Aberouette, Michelle Bonilla and Does 1-50* (San Mateo County Superior Court
5 Action No. CIV 460691) was filed on February 16, 2007, and is now pending in the Superior
6 Court of California, County of San Mateo. The parties to the action include ATR-Kim Eng
7 Financial Corporation and ATR-Kim Eng Capital Partners, Inc., as Plaintiffs, and Hugo
8 Bonilla, Monica Araneta, Dora M. Aberouette, Michelle Bonilla and Does 1-50 as
9 Defendants, and all persons unknown, claiming any right, title or interest in the subject
10 property, or any cloud on title to the Property.

11 The above-captioned action involves a real property claim affecting certain real
12 property that is situated in the City of Newark, County of Alameda, State of California,
13 United States of America, commonly known as 37022 Locust Street, Newark, California and
14 more particularly described as follows:

- 15 • Parcel 3 of Parcel Map 4430, filed November 5, 1984, Book 149 of Parcel Map
16 Page 8, Alameda County Records; and
- 17 • Alameda County Assessor's Parcel Number 092-0126-022.

18 An object of this action is to set aside and void a recent transfer of title in the above-
19 described property as being the product of a fraudulent conveyance.

20 February 16, 2007.

21 Respectfully,

22 HOWARD RICE NEMEROVSKI CANADY
23 FALK & RABKIN
24 A Professional Corporation

25 By: 
26 MATTHEW L. BELTRAMO

27 Attorneys for Plaintiffs ATR-KIM ENG
28 FINANCIAL CORPORATION and ATR-KIM
ENG CAPITAL PARTNERS, INC.

STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

On February 16, 2007, before me, DAWN MARIE TAYLOR, NOTARY PUBLIC, personally appeared MATTHEW L. BELTRAMO, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that, by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: _____

Dawn Marie Taylor



(Seal)

1 MICHAEL J. BAKER (No. 56492)
Email: mbaker@howardrice.com
2 MATTHEW L. BELTRAMO (No. 184796)
Email: mbeltramo@howardrice.com
3 HOWARD RICE NEMEROVSKI CANADY
FALK & RABKIN
4 A Professional Corporation
Three Embarcadero Center, 7th Floor
5 San Francisco, California 94111-4024
Telephone: 415/434-1600
6 Facsimile: 415/217-5910

7 Attorneys for Plaintiffs
ATR-KIM ENG FINANCIAL CORPORATION
8 and ATR-KIM ENG CAPITAL PARTNERS,
INC.
9

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF SAN MATEO
12 UNLIMITED JURISDICTION

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HOWARD
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No. CIV 460691

PROOF OF SERVICE OF NOTICE OF
PENDENCY OF REAL PROPERTY
CLAIM

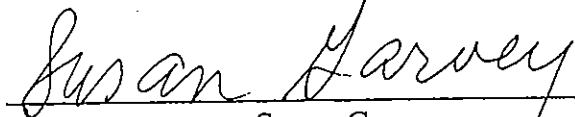
I, Susan Garvey, declare: I am a resident of the State of California and over the age of eighteen years and not a party to the within-entitled action; my business address is Three Embarcadero Center, Seventh Floor, San Francisco, California 94111-4024 (San Francisco County). On February 20, 2007, I served the following document(s) described as **NOTICE OF PENDENCY OF REAL PROPERTY CLAIM (LIS PENDENS)** (Code Civil Proc. §§405.20, *et seq.*):

- ☐ by transmitting via facsimile the document(s) listed above to the fax number(s) set forth below on this date before 5:00 p.m.
- ☒ by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at San Francisco, California addressed to the parties set forth below, via registered mail, return receipt requested.
- ☐ by transmitting via email the document(s) listed above to the email address(es) set forth below on this date before 5:00 p.m.
- ☐ by placing the document(s) listed above in a sealed Federal Express envelope and affixing a pre-paid air bill, and causing the envelope to be delivered to a Federal Express agent for delivery.
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I am readily familiar with the firm's practice of collection and processing correspondence for mailing with the United States Postal Service. Under that practice it

1 would be deposited with the U.S. Postal Service on that same day with postage thereon fully
2 prepaid in the ordinary course of business. I am aware that on motion of the party served,
3 service is presumed invalid if postal cancellation date or postage meter date is more than one
4 day after date of deposit for mailing in affidavit.

5 I declare under penalty of perjury under the laws of the State of California that the
6 foregoing is true and correct. Executed at San Francisco, California on February 20, 2007.

7 
8 Susan Garvey

9 W03 170140001/1372266/v1

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FALK
& RABKIN
15 A Professional Corporation